TITLE OF DOCUMENT: An ordinance amending Chapters 20.51, 20.71, 20.80, 20.85, 20.97 and Title 21 of the Whatcom County Code to make Low Impact Development (LID), a stormwater and land use strategy that strives to mimic natural hydrologic processes, the preferred approach to site development by minimizing impervious surfaces, native vegetation loss, and stormwater runoff.

ATTACHMENTS:
A. Staff memo dated 8/30/163
B. Draft Ordinance Effecting the Proposed Code Amendments
C. Map of NPDES Phase II Permit Area and Special Stormwater Districts

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.)
Whatcom County is considering amendments to Chapters 20.51, 20.71, 20.80, 20.85, 20.97 and Title 21 of the Whatcom County Code to integrate Low Impact Development (LID) principles and Best Management Practices (BMPs) into the County’s codes and standards in order to meet the state’s 2014 NPDES Phase 2 Permit requirements. A secondary goal is to simplify the County’s stormwater regulations (there are currently six different sets of regulations for eight different geographic areas of the County). The draft proposal includes revisions to the County’s land use codes (Titles 20 and 21) and development standards, adoption of the 2014 Ecology Stormwater Manual (outright in urban (NPDES) areas of the County and with raised thresholds in the rural areas), and restructuring of the watershed/stormwater management areas.

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 County Council
Jack Louws, County Executive

FROM: Cliff Strong, Senior Planner

THROUGH: Mark Personius, Assistant Director

DATE: August 30, 2016

SUBJECT: Integration of Low Impact Development Principles/Overhaul of Stormwater Regulations

I. INTRODUCTION

On September 13, 2016, the Low Impact Development\(^1\) (LID) Code Integration Project Team (County staff and consultants from AHBL) will present to the County Council for consideration proposed code amendments to incorporate LID principles into the County’s development codes and standards. The County is required to review, revise, and make effective these code amendments by December 31, 2016, or fall out of compliance with the NPDES Phase II Municipal Stormwater Permit. The team will also present proposed changes to the development codes and standards aimed at normalizing and simplifying our stormwater regulations.

The Council is being asked to review, hold a public hearing, and adopt the proposed ordinance effecting these changes.

The presentation will include:

1. Introduction to LID
2. Requirements under the 2013-2018 NPDES Permit
   a. How Whatcom County is already meeting the 2013-2018 NPDES Permit (2014 Manual in all Phase II areas except for Birch Bay)
3. How we have responded to the Permit requirements:
   a. Opportunity analysis
   b. Stakeholder Advisory Committee (SAC)
   c. Workshop with the Building Industry Association of Whatcom County (BIAWC)
   d. Proposed code amendments
   e. Proposed details
   f. Proposed Stormwater Management Manual (SWM)
4. What we found regarding our current stormwater regulations and what we’re proposing to do to simplify and normalize them.

To prepare for this meeting, please review the following documents (included in your meeting packet materials):

1. Draft Ordinance Effecting the Proposed Code Amendments (Attachment B), including:
   a. WCC 20.51 Lake Whatcom Watershed Overlay code amendments

\(^1\) Low impact Development means a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.
b. WCC 20.71 Water Resource Protection Overlay code amendments

c. WCC 20.80 Supplementary Requirements code amendments

d. WCC 20.85 Planned Unit Development code amendments

e. WCC 20.97 Definitions code amendments

f. WCC Title 21 Land Division Regulations code amendments

2. Map of NPDES Phase II Permit Area and Special Stormwater Districts (Attachment C)

Also, you may want to review the following documents (which are not attached due to size):

1. Final Opportunities Analysis – Available at http://www.co.whatcom.wa.us/2123/Low-Impact-Development-Code-Integration


3. Five LID Cost/Benefit Reports – Available at http://www.co.whatcom.wa.us/2123/Low-Impact-Development-Code-Integration at the bottom of the page.

II. BACKGROUND

The proposed code amendments to incorporate the LID principles result from a requirement under the 2013-2018 National Pollution Discharge and Elimination System Western Washington Phase II Municipal Stormwater Permit (NPDES Permit). As a Phase II Permittee, the County is required to review and update its development codes and standards to make LID the preferred and commonly used approach to site development within the geographic areas of the County covered by the NPDES Permit. The Project Team reviewed the County’s development codes and standards and found them already to be quite supportive of LID principles due to previous efforts to improve water quality in the county through the creation of special districts and protective regulations. But the Project Team also found opportunities to incorporate additional LID principles to better meet the intent of the Permit.

Currently, all development in unincorporated Whatcom County is subject to Chapter 2 of the Whatcom County Development Standards (WCDS). Stormwater review occurs for development activities excluding single-family residences, duplexes, projects that add less than 5,000 sq. ft. of impervious surface, projects that result in a cumulative area of less than 5,000 sq. ft., development undertaken by WSDOT, agricultural activities (uses and buildings), forest practices (except Class IV General), and clearing not associated with development.

Development activities requiring stormwater review must comply with the Whatcom County Development Standards (Chapter 2 and Section 221), or the 2014 Department of Ecology (Ecology) Stormwater Management Manual for those areas located within the NPDES Phase II area and the Lake Whatcom watershed (with different applicability thresholds). As a practical matter and to save time and effort, many engineers that must incorporate stormwater flow control into their project designs already use the 2014 Ecology Stormwater Manual instead of WCDS Chapter 2.

The proposed code amendments are discussed in detail in Section IV. Generally, the amendments are nominal in their impact for the Phase II Permit area. In other areas of unincorporated Whatcom County, the amendments serve to provide applicants and their engineers more design guidance and opportunity to use LID practices to manage on-site stormwater.

Whatcom County’s land use regulations already allow the use of LID practices, but the ability to count landscape-based stormwater practices (e.g., bioretention) toward required landscaping is unclear. The proposed amendments would allow applicant to apply landscape-based stormwater practices towards required landscaping provided that the intent of the landscaping (e.g., screening, etc.) was met.

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2 With the exception of the Birch Bay NPDES Phase II area until 1/1/17
3 2,000 sq. ft. of new plus replaced hard surface or 7,000 sq. ft. of land disturbance vs 500 sq. ft. of new impervious surface, 1,500 sq. ft. of replaced impervious surface, of 5,000 sq. ft. of land disturbing activity, respectively.
Native vegetation retention is a goal within the Permit. Significant tree retention is already required in the Lake Padden and Lake Samish watersheds.

III. PUBLIC OUTREACH

In addition to the creation of a project website at www.co.whatcom.wa.us and the formal public adoption process, the Project Team formed a Stakeholder Advisory Committee (SAC) to facilitate the process of providing input on potential policy, code, and standards revisions. The Project Team solicited for people who work with development and stormwater regulations, such as engineers, planners, landscape architects, government and tribal agencies, and other technical specialists, as well as representatives from various interest groups, such as environmental organizations, property owners, and neighborhood associations. The Project Team met with the SAC six times between September 2015 and July 2016.

The Project Team also held a public workshop in conjunction with the Building Industry Association of Whatcom County (BIAWC), at their office, on June 29, 2016. The Project Team presented the draft code amendments to BIAWC members for their feedback, which has since been incorporated into these proposed code amendments.

Additionally, the Planning Commission held a public hearing on July 28 and continued deliberations on August 11, 2016.

IV. SUMMARY OF PROPOSED AMENDMENTS

Based on feedback from the SAC, County staff, and the public, the Project Team developed proposed code amendments to the Whatcom County Code (WCC) and related development standards. The proposed amendments are intended to meet the project principles and implement the LID principles of minimizing impervious surfaces, native vegetation loss, and stormwater runoff. The following is a summary of the substantive recommended amendments:

1. WCC 20.51 Lake Whatcom Watershed Overlay District
   a. Revised definitions for activities requiring BMPs to be consistent with the Permit. This proposed code amendment seeks to reduce stormwater runoff by amending the activities that trigger stormwater management consistent with the Permit requirements.
   b. Included language outlining Permit requirements for maintenance and monitoring. This proposed code amendment is required as a part of the 2013-2018 NPDES Phase II Municipal Stormwater Permit which requires permittees to track and monitor the continued maintenance of all new stormwater facilities.
   c. Included requirements for tree retention for new development, and tree removal restrictions for existing development. This proposed code amendment seeks to minimize native vegetation loss by requiring a portion of tree canopy on a site to be retained during development, and a portion of the tree canopy on existing lots of record to be retained, and a tree removal permit to be acquired before removing trees within the Lake Whatcom Watershed Overlay District. This amendment is based on the objective within the Permit to minimize native vegetation loss.

2. WCC 20.71 Water Resource Protection Overlay District (Lake Samish & Lake Padden Watersheds)
   a. Included requirements for tree retention for new development, and tree removal standards for existing development. This proposed code amendment seeks to minimize native vegetation loss by requiring a portion of tree canopy on a site to be retained during development, and a portion of the tree canopy on existing lots of record to be retained, and a tree removal permit to be acquired before removing trees within the Lake Padden and Lake Samish Watersheds. This amendment is based on the objective within the Permit to minimize native vegetation loss.
3. **WCC 20.80 Supplementary Requirements**

   a. Revisions to Section 20.80.300 to allow existing vegetation to be used to meet landscaping requirements. A percentage of the plant materials used for landscaping shall consist of species native to the Pacific Northwest, or adapted species. This proposed code amendment seeks to minimize native vegetation loss. The applicant may use existing vegetation to meet landscaping requirement, and a portion of new landscaping must consist of native plant species. This amendment is based on the objective within the Permit to minimize native vegetation loss.

   b. Added a section (WCC 20.80.512) under the Off-street parking and loading requirements to allow parking space length to be reduced by 2' where a wheel stop overhang is provided adjacent to landscaped areas. This proposed code amendment seeks to reduce impervious surfaces. The applicant may choose to reduce parking stall length, where a corresponding increase in adjacent landscaping width is provided.

   c. Vegetation-based LID BMPs may be used within buffers and parking lot landscaping (where screening requirements are met). This proposed code amendment seeks to reduce stormwater runoff. Vegetation-based LID BMPs (such as bioretention swales and rain gardens) may be utilized within buffer areas, where they meet the screening requirements.

   d. Revisions to Section 20.80.630 to simply the County’s stormwater regulations, as discussed below in Section IV.7.

4. **WCC 20.85 Planned Unit Development**

   a. Vegetation-based LID BMPs may be utilized within common open space provided as a condition of PUD approval. This proposed code amendment seeks to reduce stormwater runoff by permitting outright the location of vegetation-based LID BMPs (such as bioretention swales and rain gardens) within common open space provided as a condition of PUD approval, as long as the primary purpose of the open space (e.g., screening, recreation, etc.) is not compromised.

   b. Applicants are required to show locations of substantial existing native vegetation on site plans and supporting maps and graphics. This proposed code amendment seeks to minimize native vegetation loss and make LID the preferred and commonly-used approach to site development by encouraging applicants to incorporate designs for stormwater into their plans early in the site development process.

5. **WCC 20.97 Definitions**

   a. Including or revising several definitions to be consistent with the Permit, or new code requirements, including:
      - Best management practice (BMPs)
      - Hard surface
      - Impervious surface
      - Land disturbing activity
      - Low impact development (LID)
      - LID best management practices (BMPs)
      - Replaced hard surface
      - Significant tree
      - Stormwater

   b. Removing several definitions that are confusing or inconsistent with the Permits new thresholds for when stormwater management is required:
6. WCC Title 21 Land Division

a. Required applicants to identify areas for stormwater management and show locations of existing on-site native vegetation on site plans as part of a complete application. This proposed code amendment seeks to minimize native vegetation loss and make LID the preferred and commonly-used approach to site development by encouraging applicants to incorporate designs for stormwater into their plans early in the site development process.

7. Stormwater Code/Manual Simplification

In reviewing the County’s code the Project Team has come to the realization that the system of regulating when post-construction stormwater controls for development are required has become overly disjointed and complicated due to incremental changes to the code over the years. Eight different geographic areas of the County now fall under six different stormwater management standards—making it more difficult for staff to interpret and for home builders, property owners, and consulting engineers to understand which stormwater regulations apply to their property. Exemptions or thresholds defining what level of development is or is not subject to stormwater review vary between geographic areas. Some uses are exempt that perhaps should not be. And stormwater regulations are currently scattered throughout the code and in the development standards, making it difficult to find the ones applicable to any particular project.

Currently, all development in unincorporated Whatcom County is subject to Chapter 2 of the Whatcom County Development Standards (WCDS). However, “all” doesn’t mean everything, for example, Chapter 2 exempts:

- single-family residences,
- duplexes,
- projects that add less than 5,000 sq. ft. of impervious surface,
- projects that result in a cumulative area of less than 5,000 sq. ft.,
- development undertaken by WSDOT,
- agricultural activities (uses and buildings),
- forest practices (except Class IV General), and
- clearing not associated with development.

No stormwater review occurs for these activities unless it is a residence or duplex in a regulated watershed (via WCDS, Chapter 2, Section 221) or NPDES Phase II area (per the NPDES permit). If a residential project is located within either a regulated watershed or NPDES Phase II area, varying degrees of stormwater review occur based on the code specific to that watershed. WCDS Chapter 2 stormwater review requirements and thresholds are not as robust as the current 2014 Ecology Stormwater Manual. As a practical matter and to save time and effort, many engineers that must incorporate stormwater flow control into their project designs already use the 2014 Ecology Stormwater Manual instead of WCDS Chapter 2.

Very simply, the following stormwater management system approvals, specific to each of the six watershed/stormwater management areas, are currently required prior to building permit issuance:

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4 NPDES Phase II areas: Birch Bay NPDES Phase II area, Lake Whatcom, Lake Samish, Lake Padden, Birch Bay (non-NPDES II area), Drayton Harbor, and all other parts of the County.
5 See attached Map of Stormwater Regulations, which shows the location and extent of these special management areas.
6 The regulated watersheds are Lake Whatcom, Lake Samish, Lake Padden, Birch Bay and Drayton Harbor.
• **NPDES Phase II areas**: A stormwater system consistent with the 2014 Ecology Manual\(^7\).

• **Birch Bay and Drayton Harbor watersheds**: A stormwater system consistent with WCDS Section 221.

• **Lake Whatcom watershed**: The 2014 Ecology Manual applies (although with different applicability thresholds\(^8\)) and a phosphorous neutral stormwater design.

• **Lake Samish and Lake Padden watersheds**: Staff verification of consistency with impervious surface limits, tree canopy retention, and a stormwater system consistent with WCDS Section 221.

Outside of these areas (in most of the County) we are effectively only regulating and reviewing stormwater on commercial projects or subdivisions via WCDS Chapter 2.

The following is a summary of the County’s current stormwater regulations, and the proposed code amendments to support simplifying the County’s code to make it more evident when stormwater controls are required:

a. **NPDES Phase II areas**: The project team proposes amendments to WCC 20.80.630 to require the use of the 2014 Ecology Manual for all NPDES Phase II areas, including Birch Bay. The Manual is already used in all NPDES Phase II areas except for Birch Bay. The inclusion of Birch Bay is required as part of the Permit.

b. **Lake Whatcom watershed**: No substantive stormwater treatment amendments are proposed for the Lake Whatcom Watershed, though some tree retention requirements are proposed. Development activity within the overlay, excepting areas that overlap with the Permit area, shall comply with the stormwater regulations in WCC 20.51, which are stricter than the 2014 Ecology Manual.

c. **Special Stormwater Districts (Drayton Harbor, Birch Bay (outside of the NPDES II area), Lake Samish, and Lake Padden watersheds)**: The Project Team proposes amendments to WCC 20.80.630 to require the use of 2014 Ecology Manual, using the same thresholds for when post-construction stormwater controls are required as the current thresholds in Drawing 1.4 of the WCDS Section 221, but replacing WCDS Section 221 with the 2014 Ecology Manual. The purpose of these amendments is to simplify the County’s stormwater regulations such that they are generally in one place in the code (WCC 20.80.630), and one manual is used for designing within the County.

d. **Outside of the NPDES Phase II areas and Special Stormwater Districts**: The Project Team proposes amendments to WCC 20.80.630 to require the use of the 2014 Ecology Manual throughout the remainder of the County, but with amended thresholds for when post-construction stormwater controls are required. This approach and the thresholds recommended are adopted from Skagit County, who recently adopted this approach for managing stormwater in the County outside of its NPDES Phase II areas. The level of stormwater management varies based on the intensity of the land use, with low intensity land uses requiring a stormwater site plan with > 7,000sf of new plus replaced hard surface, or > 14,000sf of land disturbing activity, medium intensity land uses requiring a stormwater site plan with > 4,000sf of new plus replaced hard surface, or > 14,000sf of land disturbing activity, and high intensity land uses requiring post-construction stormwater controls per the manual. The purpose of this amendment is to again simplify the County’s stormwater regulations such that they are generally in one place in the code (WCC 20.80.630), and one manual is used for stormwater management treatment within the County. In addition, this amendment supports the County’s GMA compliance issue for protecting water quality in the remaining portions of the County’s rural areas.

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\(^7\) With the exception of the Birch Bay NPDES Phase II area until 1/1/17

\(^8\) 2,000 sq. ft. of new plus replaced hard surface or 7,000 sq. ft. of land disturbance vs 500 sq. ft. of new impervious surface, 1,500 sq. ft. of replaced impervious surface, or 5,000 sq. ft. of land disturbing activity, respectively.
V. ANALYSIS

Within the Phase II Permit area, most of the proposed code amendments are nominal in nature and are included to align the County’s codes with the Permit requirements to implement the LID principles of minimizing impervious surfaces, native vegetation loss, and stormwater runoff. The 2014 Ecology Manual is already used within the County for development in the Phase II areas (excluding Birch Bay until 2017), and within the Lake Whatcom watershed (with different applicability thresholds). The Lake Whatcom watershed and the Special Stormwater Districts (Lake Samish and Laka Padden), while not adopting the 2014 Ecology Manual in its entirety, have even more stringent requirements as a result of the TMDL.

The biggest changes will result from adopting the 2014 Ecology Manual countywide, outside of the Phase II Permit areas. Staff is recommending a single manual be used countywide instead of the six differing stormwater standards that apply within the eight geographic areas of Whatcom County.

Recognizing that there is a difference between the Phase II Permit areas and rural Whatcom County, staff recommends that we adopt amended thresholds outside of the NPDES Phase II area and the Stormwater Special Districts to alleviate some of the more stringent requirements on smaller projects, which would lessen some of the costs on smaller property owners/home builders having to comply with the heightened requirements of the 2014 Ecology Manual. Skagit County has adopted this approach.

Table 1 provides a simplified summary of the proposed amended thresholds and likely consequences to project proponents regarding the need for professional consultant services.

**Table 1. Summary of the Proposed Amended Thresholds and Likely Consequences to Project Proponents**

<table>
<thead>
<tr>
<th>If a project involves:</th>
<th>And the land use intensity is:</th>
<th>Then does the project require County-approved stormwater management design documentation for the:</th>
<th>What is the corresponding professional consultant (e.g., licensed engineer, soils specialist) involvement potential? (NOTE: A project proponent can always choose to employ a consultant.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>≥ 7,000 square feet of new plus replaced hard surface or ≥ 14,000 square feet in land disturbing activities only</td>
<td>Low</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>≥ 4,000 square feet of new plus replaced hard surface or ≥ 14,000 square feet in land disturbing activities only</td>
<td>Medium</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>≥ 2,000 square feet of new plus replaced hard surface or ≥ 5,000 square feet in land disturbing activities only</td>
<td>High</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>≥ 20,000 square feet of new plus replaced hard surface or ≥ ½ acres of vegetation-to-lawn conversion or ≥ 5 acres of vegetation-to-pasture conversion.</td>
<td>Any</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>
The land use intensities in the table above have the following meanings:

**Low**
- Single-family residential and accessory uses on parcels of one acre or larger;
- construction of agricultural buildings in AG;
- seasonal roadside stands; or
- roads (other than those exempt as pavement maintenance).

**Medium**
- Single-family residential and accessory uses on parcels smaller than one acre;
- land divisions into four or fewer lots;
- minor utility developments; or
- trails and trailheads.

**High**
- All other uses, including all commercial, industrial, institutional, and urban or multifamily residential uses;
- land divisions into more than four lots;
- all uses on parcels bisected by the NPDES Permit Area boundary; or
- any project that results in new plus replaced hard surface greater than or equal to 0 percent of the gross parcel size 20,000 sq. ft., or 1.5 acres of vegetation-to-lawn conversion, or five acres of vegetation-to-pasture conversion.

Another proposed change that will impact rural development is a proposed “clean up” of the definition of “agricultural activities.” Currently, our definition, which is only found in the Development Standards, includes both farming practices and agricultural building construction. Thus, the construction of agricultural buildings and roads is exempt from stormwater management controls, even though the construction of these facilities can result in the creation of significant impervious surfaces, which may have an impact on the County’s water resources.

The NPDES Permit exempts most agricultural activities, but does not exempt the construction of agricultural buildings or roads. The proposed amendment will result in some construction activities meeting the thresholds discussed above, and require the preparation of a stormwater site plan and the construction of stormwater controls. Given that these are rural areas with large parcels, it is likely that inexpensive measures (such as the use of the Full Dispersion BMP) could be used to satisfy these requirements, however the applicant would need to engage a licensed engineer to at least satisfy the Manual’s LID Performance Standard requirements, which at a minimum entails the use of a Ecology-approved hydrology model with complicated calculations to satisfy that Performance Standard. The engineer can, however, still specify simple, inexpensively constructed, prescriptive BMPs from the Manual.

The downside of applying the 2014 Manual countywide is that the 2014 Ecology Manual is voluminous, highly technical in many sections, and not necessarily easily understood by laypersons. This could result in requiring additional consultant assistance for some development projects (i.e., increased costs to comply). However, Whatcom County could also provide public outreach materials and/or training and technical assistance to help homebuilders understand the requirements of the 2014 Manual.

The upside is that it would help improve water quality in many more parts of the County and complement other county, state, and federal water quality improvement initiatives (e.g., the PIC Program, Whatcom Clean Water Program, Governor’s Shellfish Initiative, TMDLs, etc.). It would also make stormwater requirements consistent throughout the rural and urban areas, and with most other Puget Sound counties. Furthermore, there is a real potential that Ecology will eventually require the Manual’s use statewide so adopting it Countywide may be preemptive. Additionally, we have an outstanding GMA compliance issue (Hirst, et al. v. Whatcom County, Case No. 12-2-0013), in which the Growth Management Hearings Board found that while the County was adequately protecting our special watershed management areas, it was not doing enough to protect water quality in the remaining portions of the County’s rural areas. Adopting the manual as recommended would help us in this case.

*Full dispersion is the practice of dispersing stormwater across a vegetated landscape over a flow path of at least 75 feet in length.*
VI. RECOMMENDATION

The Planning Commission and staff recommend that the Council approve the amendments included in Attachment B. The requested amendments are consistent with the requirements in Chapter 20.90 WCC (Amendments) for adoption of a code text amendment.

VII. ATTACHMENTS

A. This memo
B. Draft Ordinance Effecting the Proposed Code Amendments
C. Map of NPDES Phase II Permit Area and Special Stormwater Districts

CES/BP/bp

t:\Planning Division\Long Range Planning\NPDES Phase I\UD Code Development\Council\Memo 02 to CoC - 2016-08-30.docx
AN ORDINANCE AMENDING CHAPTERS 20.51, 20.71, 20.80, 20.85, 20.97 AND TITLE 21 OF THE WHATCOM COUNTY CODE TO MAKE LOW IMPACT DEVELOPMENT (LID), A STORMWATER AND LAND USE STRATEGY THAT STRIVES TO MIMIC NATURAL HYDROLOGIC PROCESSES, THE PREFERRED APPROACH TO SITE DEVELOPMENT BY MINIMIZING IMPERVIOUS SURFACES, NATIVE VEGETATION LOSS, AND STORMWATER RUNOFF.

WHEREAS, the Clean Water Act provides the statutory basis for the National Pollutant Discharge Elimination System (NPDES) Permit Program and the basic structure for regulating the discharge of pollutants from point sources to waters of the United States; and

WHEREAS, a requirement of the NPDES Western Washington Phase II Municipal Stormwater Permit (NPDES Permit) under which the County has coverage directs the County to implement and enforce a program to reduce pollutants in stormwater runoff to a regulated small MS4 from new development and redevelopment; and

WHEREAS, a performance measure of controlling runoff from new development and redevelopment is to implement an ordinance or other enforceable mechanism that addresses runoff from new development, redevelopment; and

WHEREAS, a Special Condition under the NPDES Permit requires Permittees to review, revise and make effective within their local development-related codes, rules and standards to incorporate and require low impact development (LID) principles and best management practices (BMPs) on or before December 31, 2016; and

WHEREAS, the intent of these revisions is to make LID the preferred and commonly-used approach to site development by minimizing impervious surfaces, native vegetation loss and stormwater runoff in all types of development situations; and

WHEREAS, Whatcom County has shown a commitment to protecting and restoring receiving water bodies through a variety of watershed and basin plans; and

WHEREAS, after public notice as required, the Whatcom County Planning Commission held a public hearing on July 28, 2016, reviewed the public record, and made a recommendation regarding the proposed low impact development code updates to the County Council; and

WHEREAS, the County Council has adopted the following Findings of Fact:
FINDINGS OF FACT

1. The purpose of the proposal to amend Chapters 20.51, 20.71, 20.80, 20.85, 20.97 and Title 21 of the Whatcom County Code is to make LID the preferred and commonly-used approach to site development.

2. The proposed amendments have been drafted in response to staff and consultant recommendations, public comment, and recommendations by the Planning Commission. The amendments as proposed minimize impervious surfaces, native vegetation loss, and stormwater runoff from all types of development.

3. In addition to the creation of a project website and the formal adoption process, public participation was solicited through the formation of Stakeholder Advisory Committee, comprised of designers, developers, engineers and representatives from other agencies such as neighboring cities and tribes. Six stakeholder meetings were held between September 2015 and July 2016 where the committee provided input on revisions to policies, codes and standards.

4. An open house was held with the Building Industry Association of Whatcom County on June 29, 2016. Comments raised included questions about who would be responsible for maintenance of LID facilities located within the right-of-way, and a proposal to link stormwater management requirements outside of the NPDES Phase II Permit area to the percentage of lot coverage, rather than square footage.

5. The Whatcom County designated SEPA Official (lead agency) reviewed the proposed amendments to Chapters 20.51, 20.71, 20.80, 20.85, 20.97 and Title 21 of the Whatcom County Code and made a determination that no probable significant adverse impacts to the environment would be likely to occur as a result of adopting the proposed amendments. This decision was made after a review of the completed SEPA Environmental Checklist on file with the lead agency, referenced under File No. SEP2016-00075. A 14-day comment period ending on August 19, 2016 was established for the DNS. No comments were received. At the conclusion of the comment period, a 10 day appeal period was established. No appeals to the determination were filed.

6. On August 22, 2016, a “60 Day Notice of Intent to Adopt Amendment” was submitted to the Washington State Department of Commerce via email in regards to the subject amendments. On August 23, 2016, the Washington State Department of Commerce replied to confirm that the County had fulfilled this requirement, and that the 60 Day Notice was filed for reference under Material ID 22753.

7. Notice of the Planning Commission public hearing scheduled for July 28, 2016 was sent to citizens, the media, cities and other groups on the County’s email list on July 15, 2016.

8. The Planning Commission held a scheduled public hearing on the proposed amendments on July 28, 2016.

9. The Planning Commission held a work session on the subject amendments following the public hearing on July 28, 2016. An additional work session/deliberation was held on August 11, 2016.

10. At the July 28, 2016 public hearing and the August 11, 2016 work session/deliberation, only one member of the public testified to the Planning Commission, who spoke about the proposed
amended thresholds for stormwater management outside of the NPDES Phase II Permit area and Stormwater Special Districts. The thresholds for when the minimum requirements are triggered for stormwater management for development outside of the NPDES Phase II Permit area and Stormwater Special Districts are proposed to be based on land use intensity.

11. During the work session of the July 28, 2016 meeting, Planning Commissioners directed staff to explore a number of items related to the subject amendments including:

- Providing information of the costs of LID BMPs required by the Stormwater Management Manual and the impacts of adopting the amended thresholds Countywide on single-family residential and agricultural land uses.
- Reorganizing the tables in WCC 20.80.630, such that the tables are separated for the thresholds in the Special Stormwater Districts and all other areas in the County outside of the NPDES Phase II Permit area and the Special Stormwater Districts.
- Clarify the sections on tree retention in WCC 20.51 and 20.71 such that the titles stand out and are easy to follow.
- Revise the definition for significant tree such that it is located with the other tree definitions in WCC 20.97 and the diameter at breast height for which a tree is considered significant is raised from the original proposal of 6 inches, to 12 inches for evergreen trees and 8 inches for deciduous trees.
- A number of minor changes to wording such that the language is clarified and removes ambiguity or contradictory statements.

12. Between the first and second Planning Commission meetings, staff and their consultants conducted research on the costs of LID BMPs and the impact of adopting the amended thresholds on single-family residential and agricultural land uses. Staff and their consultants prepared responses to the issues raised by the Planning Commission in a memorandum dated August 2, 2016 and drafted a new “Attachment A” (dated August 11, 2016) to reflect Planning Commission changes resulting from the July 28, 2016 meeting.

13. At the Planning Commission meeting held August 11, 2016 meeting, after considering staff's responses and recommendations, and public comment, Planning Commissioners deliberated on the subject amendments through a series of motions, and voted to recommend that the Whatcom County Council adopt amendments to the text of the Whatcom County Code, Titles 20 and 21, with direction for staff to make the edits as so motioned during the work session, described below and shown in “Attachment A” attached to this ordinance:

- The site plan required for tree removal applications in WCC 20.51 and WCC 20.71 is edited to be a site “sketch” that a homeowner or lay person could complete without any detailed knowledge of the site that may require consultant assistance to prepare.
- Penalties may be assessed for tree removal without an permit. Trees that are not replaced may be subject to a fine.
- The land use intensity table in WCC 20.80.630 is amended such that single-family residential uses on lots greater than or equal to 25,000 square feet are considered “low intensity” land uses for the purposes of determining if the minimum requirements for
stormwater management are triggered. This was lowered from 1 acre lots, thus encompassing more single-family residential lots in the low intensity land use category, rather than medium intensity land use category. The minimum requirements for single-family residential uses on lots greater than 25,000 square feet are limited to a stormwater site plan, erosion and sediment controls during construction, and preserving natural drainage or wetlands if they exist on the site. A note was added to the table that these requirements do not likely require preparation by a qualified professional.

- A number of minor text changes were made for clarification purposes or to resolve formatting issues.

14. Pursuant to Whatcom County Code 20.90.050, Whatcom County Planning and Development Services has evaluated the proposed amendments in relationship to the goals, objectives and policies of the Whatcom County Comprehensive Plan as authorized by the Washington State Growth Management Act (GMA) – RCW 36.70A; and has considered possible environmental impacts identified by the lead agency through the State Environmental Policy Act (SEPA) threshold determination process.

15. Pursuant to the requirements in the NPDES Western Washington Phase II Municipal Stormwater Permit, the proposed amendments as shown in “Attachment A” attached to this ordinance will satisfy the requirement under Special Condition 55.C.4.f, “Low impact development code-related requirements” for Permittees to review, revise and make effective, no later than December 21, 2016, their local-development codes, rules and standards to incorporate and require LID principles and BMPs.

16. The proposed amendments, as shown in “Attachment A” attached to this ordinance will be included with a summary of the review and revision process conducted as a part of the Low Impact Development Code Update Project, with the County’s annual report to the Department of Ecology.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

**Section 1.** The Official Whatcom County Code, Titles 20 and 21 are hereby amended as shown on Attachment "A".

**Section 2.** Adjudication of invalidity of any of these sections, clauses, or provisions of this ordinance shall not affect or impact the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.

ADOPTED this ________ day of ________, 2016.
ATTEST

Dana Brown Davis, Council Clerk

Carl Weimer, Chairperson

APPROVED as to form:

( ) Approved     ( ) Denied

Civil Deputy Prosecutor

Jack Louws, County Executive

Date: _____________________________
ORDINANCE NO. __________

ATTACHMENT “A”
Whatcom County Code, Title 20

Chapter 20.51
LAKE WHATCOM WATERSHED OVERLAY DISTRICT

Sections:

[...]  20.51.040 Conformance.

[...]  20.51.420 Permanent stormwater management systems.

  20.51.430 Tree removal not associated with development activity.

  20.51.440 Tree retention associated with development activity.

[...]

20.51.040 Conformance.
The provisions of this chapter overlay other permit and approval requirements of the Whatcom County Code. All use and development shall conform to all relevant requirements and standards of:

1. Whatcom County Code, Title 20, Zoning, except as modified by this chapter;

2. The International Building and Fire Codes;

3. Whatcom County Critical Area Ordinance, Chapter 16.16 WCC;

4. Flood damage prevention, WCC Title 17;

5. Subdivision, WCC Title 21, except as modified by this chapter;

6. 2012 Washington State Department of Ecology Stormwater Management Manual for Western Washington, as amended and modified by this chapter; Whatcom County Development Standards—Stormwater, Chapter 2, except as modified by this chapter;

7. Whatcom County Development Standards, Stormwater Special Districts, Chapter 2, Section 221, except as modified by this chapter;

8. WCC Title 23, Shoreline Management Program;

9. WCC Title 24, Health Code; and

10. All other applicable official controls.

[...]

20.51.420 Permanent stormwater management systems.

[...]

(2) Best Management Practices.

(a) Unless otherwise exempt per subsection (1) of this section, or unless a standard land use vesting determination concludes otherwise, all projects, work, or activities, including subdivisions, binding site plans, and nonexempt new short subdivision parcels, proposed to occur within the Lake Whatcom Watershed Overlay District shall incorporate presumptive BMPs and/or demonstrative BMPs, per subsection (2)(c) and/or (2)(d) of this section, respectively, to:
ORDINANCE NO. ____________

(i) All project, work, or activity affected:
(A) Net land area disturbed (per Chapter 20.97 WCC definition) land disturbing activities, and/or
(B) Newly created and/or replaced New and replaced hard surfaces:
   1. Net new impervious surface area (per Chapter 20.97 WCC definition), and/or
   2. Net replaced impervious surface area (per Chapter 20.97 WCC definition), and/or
   3. Net new permeable pavement area (per Chapter 20.97 WCC definition), and/or
   4. Net replaced permeable pavement area (per Chapter 20.97 WCC definition), and/or

(ii) Existing off-parcel phosphorus-unmitigated areas and/or on-parcel phosphorus-unmitigated areas within the entire Lake Whatcom watershed at a 2:1 ratio of phosphorus-unmitigated area to the corresponding project, work, or activity affected area(s) that subsections (2)(a)(i)(A) and (B) of this section outline.

(iii) The developable areas and infrastructure as required for long and short subdivision approval. A stormwater management plan for developable areas and required infrastructure, consistent with the 2012 Stormwater Management Manual for Western Washington, is required prior to preliminary plat approval. Installation of required BMPs for infrastructure is required prior to final plat approval.

[...]

(3) System Recording, Protection, and Maintenance. A declaration of covenant shall be recorded for each property where permanent stormwater BMPs exist. The covenant is used to protect the stormwater management facilities from cover by structures or impervious material, soil compaction, and damage by soil removal and grade alteration, and ensure required maintenance occurs according to the schedule in subsection (c) of this section. A draft of the proposed covenant must be reviewed and approved by Whatcom County prior to recording. All required covenants must be recorded prior to final permit issuance for the proposed project.

(a) Notice on Title. For all permanent stormwater facilities, the type of stormwater system and location shall be recorded with the county auditor real estate records in a format similar to the recording documents in Whatcom County Development Standards, Chapter 2, Section 221. The recording document provides notice to future owners of the presence of stormwater system on the lot, and shall contain:
(i) A site plan to scale, showing the location and descriptions of stormwater facilities, treatment BMPs, terrain features, protective native growth areas, and stormwater flowpaths.
(ii) Notice of the property owner’s responsibility to retain, uphold, and protect the devices, features, pathways, protective native growth areas, and operate and maintain BMPs at the owner’s expense.

[...]
ORDINANCE NO. ________

(c) Inspections and Maintenance.
   (i) Inspections shall occur on at least an annual basis for all stormwater treatment and flow
       control BMPs and facilities that were permitted in accordance with requirements adopted
       pursuant to the 2013-2018 Ecology municipal stormwater permits, or later.
   (ii) Inspections of all permanent stormwater treatment and flow control BMPs/facilities and
        catch basins in new residential developments shall occur every six months until 90% of the
        lots are constructed.
   (iii) For every deficiency identified by inspection, said deficiency shall be addressed:
        (A) Within 1 year for typical maintenance of facilities, except catch basins.
        (B) Within 6 months for catch basins.
        (C) Within 2 years for maintenance that requires capital construction of less than $25,000.

20.51.430 Tree removal not associated with development activity.
(1) Permit Required for Removal of Trees. No person, directly or indirectly, shall remove any significant
    tree(s) on any property within the Lake Whatcom watershed, or any tree(s) in the public right-of-
    way, without first obtaining a tree removal permit as provided in this section, unless the activity is
    exempted below:
    (a) Removal of any hazard trees or as necessary to remedy an immediate threat to person or
        property, pursuant to the requirements in subsection (5) of this section;
    (b) Pruning and maintenance of trees of up to 25% of the foliage.
(2) Tree Removal Permit Application. The Department of Planning and Development Services shall
    establish and maintain a tree removal permit application, which shall at a minimum require the
    following to be submitted by the applicant:
    (a) A sketch for this purpose may be prepared by the homeowner or other lay person and shall
        depict:
        i) The approximate location of significant trees, indicating those to be removed;
        ii) The species and canopy area (as determined pursuant to WCC 20.51.440(4));
        iii) The location of structures, driveways, access ways, and known easements.
    (b) Canopy calculations (existing and proposed)
    (c) For required replacement trees, a planting plan showing location, species, and 20-year canopy
        area of the new trees in accordance to standards set forth in WCC 20.51.440(4) for calculating
        20-year canopy coverage.
(3) Tree Removal Permit Application Procedure and Appeals. Applicants requesting to remove any
    significant trees must submit a completed permit application on a form provided by the County. The
    County shall review the application within 21 calendar days and either approve, approve with
    conditions or modifications, deny the application, or request additional information. Any decision to
    deny the application shall be in writing along with the reasons for the denial and the appeal process.
    (a) The decision of the Director is appealable pursuant to WCC 20.84.240.
    (b) Time Limit. The removal shall be completed within one (1) year from the date of permit
        approval.
ORDINANCE NO. __________

4. Tree Removal Allowances. With a tree removal permit, any property owner may remove up to 35% or 5,000 sq. ft., whichever is greater, of the existing canopy area of on-site significant trees on their property; provided, that:
   (a) There is no active application for development activity for the site; and
   (b) The tree(s) were not required to be retained or planted as a condition of previous development activity.

5. Removal of Hazard Trees. Any property owner seeking to remove any number of significant trees that are a hazard shall first obtain approval of a tree removal permit and meet the requirements of this subsection.
   (a) Tree Risk Assessment. If the hazard condition is not obvious, a tree risk assessment prepared by a qualified professional explaining how the tree(s) meet the definition of a hazard tree is required. Removal of hazard trees does not count toward the tree removal limit if the hazard is supported by such a report and approved by the County.
   (b) Trees in Critical Areas or Critical Areas Buffers. For hazard trees in critical areas or their buffers, tree removal shall be in accordance with the requirements of WCC Chapter 16.16.

6. Penalties and Enforcement. Removal of significant trees without obtaining a tree removal permit may be subject to replacement at a ratio of three trees for each tree removed without a valid permit. Failure to replace removed significant trees may be subject to a fine as determined under WCC 20.94.

20.51.440 Tree retention associated with development activity.

1. Tree Canopy Retention.
   (a) Tree canopy retention shall be required for all development applications and building permits within the Lake Whatcom watershed, unless the activity is exempted below:
      i) Removal of any hazard trees, and as necessary to remedy an immediate threat to person or property, pursuant to the requirements of this subsection;
         (1) Tree Risk Assessment. If the hazard condition is not obvious, a tree risk assessment prepared by a qualified professional explaining how the tree(s) meet the definition of a hazard tree is required. Removal of hazard trees does not count toward the tree removal limit if the hazard is supported by such a report and approved by the County.
         (2) Trees in Critical Areas or Critical Areas Buffers. For hazard trees in critical areas or critical area buffers tree removal shall be in accordance with the requirements of WCC Chapter 16.16.
      ii) Construction or maintenance of public or private roads and public or private utilities including utility easements not related to development. Protection of trees shall be a major factor in the location, design, construction, and maintenance of streets and utilities. These improvements are subject to the purpose and intent of this section.
      iii) Pruning and maintenance of trees of up to 25% of the foliage.

2. Tree Retention Plan Required.
   (a) An applicant for a development permit must submit a tree retention plan that complies with this section. A qualified professional may be required to prepare certain components of a tree.
retention plan at the applicant's expense. The tree retention plan shall contain the following information:
  i) A site plan with the following components:
      (1) North arrow;
      (2) Property boundaries;
      (3) Existing structures;
      (4) Site access;
      (5) Tree canopy areas to be removed;
      (6) The outer dripline of tree canopy areas to be retained;
      (7) Critical areas including, but not limited to, slopes, wetlands, and habitat conservation areas;
      (8) Protection measures to be used for areas that will be undisturbed; and
      (9) Areas to be replanted pursuant to subsection (4) of this section;
  ii) For required replacement trees, a planting plan showing location, species, and 20-year canopy area of the new trees and calculations of 20-year canopy coverage in accordance with the standards set forth in WCC 20.51.440(4).
  iii) Provisions for maintenance and monitoring.

(3) Minimum Tree Canopy Retention. Development subject to the requirements of this section may remove up to 35% or 5,000 sq. ft., whichever is greater, of the existing tree canopy areas, as defined by the dripline of the tree(s), for the purposes of a building site, driveways, parking areas, and areas to be landscaped. Existing tree canopy areas shall be prioritized for retention as provided in subsection (5) of this section. In the event that tree canopy areas in excess of the applicable threshold must be removed to facilitate reasonable use of the site, or to eliminate hazard trees, new plantings shall be required to attain the removed tree canopy coverage, calculated according to projected growth at 20 years maturity consistent with Table 20.51.440(4).
(a) Tree canopy areas shall include all trees, excluding invasive species or noxious weeds, within the gross site area.
(b) Existing or planted tree canopy may include street trees and may be located within buffer landscaping, site landscaping, critical areas and their buffers, open space reserve areas, reserve areas, reserve tracts or easements where permanent restrictions are recorded on the face of the plat ensuring their retention in perpetuity.

(4) Measuring Tree Canopy. Site tree canopy shall be measured according to WCC Table 20.51.440(4). Calculation of existing and new tree canopy shall be submitted in writing by a qualified landscape designer or a licensed land surveyor.
Table 20.51.440(4), Measuring Tree Canopy

<table>
<thead>
<tr>
<th>Existing Canopy</th>
<th>New Canopy</th>
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</thead>
<tbody>
<tr>
<td><strong>Option 1 Tree Survey</strong></td>
<td><strong>Option 2 Aerial Estimation</strong></td>
</tr>
<tr>
<td>• Measure average canopy radius ((r)) for each tree to be retained</td>
<td>• Obtain aerial imagery of site</td>
</tr>
<tr>
<td>• Calculate existing canopy area using the formula: Canopy Area ((CA) = \pi r^2)</td>
<td>• Measure site boundaries</td>
</tr>
<tr>
<td>• Total the sum of tree canopy areas and divide by gross site area to obtain canopy coverage percentage</td>
<td>• Measure canopies of individual trees or stand area using leading edges as the forest boundary</td>
</tr>
<tr>
<td></td>
<td>• Divide total canopy measurement by the gross site area to obtain canopy coverage percentage</td>
</tr>
</tbody>
</table>

**20-Year Canopy Calculation**

For each proposed species:

• Calculate radius \((r)\) of canopy at 20 years maturity

• Calculate canopy coverage using the formula: \(CA = \pi r^2\)

• Multiply by the proposed quantity to be planted to obtain total species canopy area

• Total the sum of species canopy area for all proposed species and divide by gross site area to obtain 20-year canopy coverage percentage

(5) Tree Canopy Credits. To assist in the preservation and retention of significant trees and existing tree canopy outside of critical area protection areas and required buffers and buffer landscaping, the applicant may use the following credits:

(a) Individual significant trees retained on site shall be counted at 125 percent of their actual canopy area.

(b) For clusters or stands of five or more trees, each tree shall be counted at 150 percent of its actual canopy area.

(c) For clusters or stands of five or more significant trees, each tree shall be counted at 200 percent of its actual canopy area.

(d) The minimum required lot size in subdivisions or short subdivisions may be reduced by 20 percent when at least 20 percent of the site, not including any open space reserve areas, reserve areas, reserve tracts, or critical areas or their buffers, is put into a separate tract or tracts that have at least 20 significant trees per acre and where at least 60 percent of the significant trees within the tract or tracts are retained. This does not change the tree canopy requirements.

(6) Tree Replacement Requirements. In addition to the requirements of WCC 20.80.320 through WCC 20.80.345, trees planted to meet tree canopy requirements in subsection (3) shall meet the following criteria:

(a) Sites must be planted or replanted with a minimum of 50 percent evergreen species, except:

   i) The evergreen portion of the required planting mix may be reduced by 25 percent when the deciduous mix contains exclusively indigenous species to the Puget Sound region, not including Alder; and

   ii) Sites obtaining tree canopy requirements solely through street trees are exempt from the requirement to include evergreen species in the planting mix;

(b) Sites requiring replanting of tree canopy must plant no more than 30 percent of trees from the same species and no more than 60 percent of trees from the same taxonomic family.
ORDINANCE NO. _________

(c) Replacement trees shall be planted in locations appropriate to the species' growth habit and horticultural requirements;
(d) When preparing the landscaping plan, applicants are encouraged to meet the requirements of subsection (3) by conserving existing tree canopy, including significant trees and other vegetation located on the site, and by placing new plantings in protected areas, such as street trees, buffer landscaping, open spaces, and critical areas and their buffers at healthy spacing densities before placing trees within individual lots or yards; and
(e) Replacement trees shall be located in such a manner to minimize damage to trees or structures on the project site and on properties adjoining the project site.

(7) Tree Protection Measures. The following tree protection measures shall be taken during clearing or construction:
(a) Tree protective fencing shall be installed along the outer edge of the drip line surrounding the trees retained in order to protect the trees during any land disturbance activities, and fencing shall not be moved to facilitate grading or other construction activity within the protected area;
(b) Tree protective fencing shall be a minimum height of three feet, visible, and of durable construction; orange polyethylene laminar fencing is acceptable; and
(c) Signs must be posted on the fence reading "Tree Protection Area."

(8) Tree Canopy Retention Modifications. An applicant may reduce the tree canopy requirements of subsection (3) by no more than five percent through a tree canopy retention modification when all of the following criteria and those in WCC 20.51.440 are met:
(a) The applicant demonstrates in writing that they have made a good faith effort to comply with the tree canopy requirements within the physical constraints of the site by:
   i) Retaining as much of the tree canopy as possible on site consistent with best management practices for maintaining the health of trees; or
   ii) Replanting as much of the tree canopy as possible on site consistent with best management practices for maintaining the health of trees;
(b) The applicant proposes to plant additional understory vegetation or ground cover area, excluding lawn cover, invasive species or noxious weeds, to fulfill the remaining canopy requirement in WCC Table 20.51.440(3) not met by retention or replanting of tree canopy; and
(c) When critical areas and their buffers exist on site and those buffers are not highly functioning, the applicant proposes to enhance the buffers by removing invasive species and noxious weeds and/or planting vegetation indigenous to the Pacific Northwest, spaced for maximum survivability.

(9) Street Trees. The county engineer may modify required frontage improvements to retain significant trees as street trees.

(10) Retained Significant Trees as a Condition of Development Approval. Retained significant trees, trees planted as replacements for significant trees, and trees planted to meet requirements in subsection (3) of this section may not be removed except when determined in writing by a certified arborist to constitute a hazard. Any replacement or significant trees removed without proper documentation from a certified arborist shall be subject to a fine as determined under WCC 20.94.

(11) Penalties and Enforcement. Any significant trees identified in a landscape plan to be retained, and subsequently damaged or removed during site development shall be replaced at a rate of three
trees for each one damaged or removed. Failure to replace damaged or removed significant trees shall be subject to a fine as determined under WCC 20.94.

Chapter 20.71
LAKE SAMISH AND LAKE PADDEN WATER RESOURCE PROTECTION OVERLAY DISTRICT*

Sections:
20.71.010 Purpose.
[...]
20.71.351 Cluster design standards. (Adopted by reference in WCCP Chapter 2.)
[...]
20.71.354 Tree removal not associated with development activity.
20.71.356 Tree retention associated with development activity.
[...]

20.71.010 Purpose.
The Lake Samish and Lake Padden Water Resource Protection Overlay District is an overlay zone that is intended to impose additional controls to preserve and protect unique and important water resources within Whatcom County. This district is designed to protect the long-term viability of the Lake Samish and Lake Padden watersheds while creating a regulatory framework to address the needs of these watersheds that are not otherwise provided for in the underlying zone districts.

[...]

20.71.351 Cluster design standards. (Adopted by reference in WCCP Chapter 2.)
The creation of new building lots within Lake Samish and Lake Padden Water Resource Protection Overlay Districts shall be subject to the following design standards:

[...]

20.71.354 Tree removal not associated with development activity.
(1) Permit Required for Removal of Trees. No person, directly or indirectly, shall remove any significant tree(s) on any property within the Lake Padden and Lake Samish watersheds, or any tree(s) in the public right-of-way, without first obtaining a tree removal permit as provided in this section, unless the activity is exempted below:
(a) Removal of any hazard trees or as necessary to remedy an immediate threat to person or property, pursuant to the requirements in subsection (5) of this section;
(b) Pruning and maintenance of trees of up to 25% of the foliage.
(2) Tree Removal Permit Application. The Department of Planning and Development Services shall establish and maintain a tree removal permit application, which shall at a minimum require the following to be submitted by the applicant:
(a) A sketch for this purpose may be prepared by the homeowner or other lay person and shall depict:
  i) The approximate location of significant trees, indicating those to be removed;
  ii) The species and canopy area (as determined pursuant to WCC 20.51.440(4));
iii) The location of structures, driveways, access ways, and known easements.

(b) Canopy calculations (existing and proposed)

(c) For required replacement trees, a planting plan showing location, species, and 20-year canopy area of the new trees in accordance to standards set forth in WCC 20.71.356(4) for calculating 20-year canopy coverage.

(3) Tree Removal Permit Application Procedure and Appeals. Applicants requesting to remove any significant trees must submit a completed permit application on a form provided by the County. The County shall review the application within 21 calendar days and either approve, approve with conditions or modifications, deny the application, or request additional information. Any decision to deny the application shall be in writing along with the reasons for the denial and the appeal process.

(a) The decision of the Director is appealable pursuant to WCC 20.84.240.

(b) Time Limit. The removal shall be completed within one (1) year from the date of permit approval.

(4) Tree Removal Allowances. With a tree removal permit, any property owner may remove up to 35% or 5,000 sq. ft., whichever is greater, of the existing canopy area of on-site significant trees on their property; provided, that:

(a) There is no active application for development activity for the site; and

(b) The tree(s) were not required to be retained or planted as a condition of previous development activity.

(5) Removal of Hazard Trees. Any property owner seeking to remove any number of significant trees that are a hazard shall first obtain approval of a tree removal permit and meet the requirements of this subsection.

(a) Tree Risk Assessment. If the hazard condition is not obvious, a tree risk assessment prepared by a qualified professional explaining how the tree(s) meet the definition of a hazard tree is required. Removal of hazard trees does not count toward the tree removal limit if the hazard is supported by such a report and approved by the County.

(b) Trees in Critical Areas or Critical Areas Buffers. For hazard trees in critical areas or their buffers, tree removal shall be in accordance with the requirements of WCC Chapter 16.16.

(6) Penalties and Enforcement. Removal of significant trees without obtaining a tree removal permit may be subject to replacement at a ratio of three trees for each tree removed without a valid permit. Failure to replace removed significant trees may be subject to a fine as determined under WCC 20.94.

20.71.356 Tree retention associated with development activity.

(1) Tree Canopy Retention.

(a) Tree canopy retention shall be required for all development applications and building permits within the Lake Padden and Lake Samish watersheds, unless the activity is exempted below:

(i) Removal of any hazard trees, and as necessary to remedy an immediate threat to person or property, pursuant to the requirements of this subsection;

(1) Tree Risk Assessment. If the hazard condition is not obvious, a tree risk assessment prepared by a qualified professional explaining how the tree(s) meet the definition of a
ORDINANCE NO. __________

hazard tree is required. Removal of hazard trees does not count toward the tree removal limit if the hazard is supported by such a report and approved by the County.

(2) Trees in Critical Areas or Critical Areas Buffers. For hazard trees in critical areas or critical area buffers tree removal shall be in accordance with the requirements of WCC Chapter 16.16.

ii) Construction or maintenance of public or private roads and public or private utilities including utility easements not related to development. Protection of trees shall be a major factor in the location, design, construction, and maintenance of streets and utilities. These improvements are subject to the purpose and intent of this section.

(b) Pruning and maintenance of trees of up to 25% of the foliage.

(2) Tree Retention Plan Required.

(a) An applicant for a development permit must submit a tree retention plan that complies with this section. A qualified professional may be required to prepare certain components of a tree retention plan at the applicant’s expense. The tree retention plan shall contain the following information:

i) A site plan with the following components:

   (1) North arrow;
   (2) Property boundaries;
   (3) Existing structures;
   (4) Site access;
   (5) Tree canopy areas to be removed;
   (6) The outer dripline of tree canopy areas to be retained;
   (7) Critical areas including, but not limited to, slopes, wetlands, and habitat conservation areas;
   (8) Protection measures to be used for areas that will be undisturbed; and
   (9) Areas to be replanted pursuant to subsection (4) of this section;

ii) For required replacement trees, a planting plan showing location, species, and 20-year canopy area of the new trees and calculations of 20-year canopy coverage in accordance with the standards set forth in WCC 20.71.356(4).

iii) Provisions for maintenance and monitoring.

(3) Minimum Tree Canopy Retention. Development subject to the requirements of this section may remove up to 35% or 5,000 sq. ft., whichever is greater, of the existing tree canopy areas, as defined by the dripline of the tree(s), for the purposes of a building site, driveways, parking areas, and areas to be landscaped. Existing tree canopy areas shall be prioritized for retention as provided in subsection (5) of this section. In the event that tree canopy areas in excess of the applicable threshold must be removed to facilitate reasonable use of the site, or to eliminate hazard trees, new plantings shall be required to attain the removed tree canopy coverage, calculated according to projected growth at 20 years maturity consistent with Table 20.71.356(4).

(a) Tree canopy areas shall include all trees, excluding invasive species or noxious weeds, within the gross site area.

(b) Existing or planted tree canopy may include street trees and may be located within buffer landscaping, site landscaping, critical areas and their buffers, open space reserve areas, reserve
areas, reserve tracts or easements where permanent restrictions are recorded on the face of the plat ensuring their retention in perpetuity.

(4) Measuring Tree Canopy. Site tree canopy shall be measured according to WCC Table 20.71.356(4). Calculation of existing and new tree canopy shall be submitted in writing by a qualified landscape designer or a licensed land surveyor.

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(5) Tree Canopy Credits. To assist in the preservation and retention of significant trees and existing tree canopy outside of critical area protection areas and required buffers and buffer landscaping, the applicant may use the following credits:

(a) Individual significant trees retained on site shall be counted at 125 percent of their actual canopy area.

(b) For clusters or stands of five or more trees, each tree shall be counted at 150 percent of its actual canopy area.

(c) For clusters or stands of five or more significant trees, each tree shall be counted at 200 percent of its actual canopy area.

(d) The minimum required lot size in subdivisions or short subdivisions may be reduced by 20 percent when at least 20 percent of the site, not including any open space reserve areas, reserve areas, reserve tracts, or critical areas or their buffers, is put into a separate tract or tracts that have at least 20 significant trees per acre and where at least 50 percent of the significant trees within the tract or tracts are retained. This does not change the tree canopy requirements.

(6) Tree Replacement Requirements. In addition to the requirements of WCC 20.80.320 through WCC 20.80.345, trees planted to meet tree canopy requirements in subsection (3) shall meet the following criteria:

(a) Sites must be planted or replanted with a minimum of 50 percent evergreen species, except:

i) The evergreen portion of the required planting mix may be reduced by 25 percent when the deciduous mix contains exclusively indigenous species to the Puget Sound region, not including Alder, and
ii) Sites obtaining tree canopy requirements solely through street trees are exempt from the requirement to include evergreen species in the planting mix;
(b) Sites requiring replanting of tree canopy must plant no more than 30 percent of trees from the same species and no more than 60 percent of trees from the same taxonomic family.
(c) Replacement trees shall be planted in locations appropriate to the species’ growth habit and horticultural requirements;
(d) When preparing the landscaping plan, applicants are encouraged to meet the requirements of subsection (3) by conserving existing tree canopy, including significant trees and other vegetation located on the site, and by placing new plantings in protected areas, such as street trees, buffer landscaping, open spaces, and critical areas and their buffers at healthy spacing densities before placing trees within individual lots or yards; and
(e) Replacement trees shall be located in such a manner to minimize damage to trees or structures on the project site and on properties adjoining the project site.

(7) Tree Protection Measures. The following tree protection measures shall be taken during clearing or construction:
(a) Tree protective fencing shall be installed along the outer edge of the drip line surrounding the trees retained in order to protect the trees during any land disturbance activities, and fencing shall not be moved to facilitate grading or other construction activity within the protected area;
(b) Tree protective fencing shall be a minimum height of three feet, visible, and of durable construction; orange polyethylene laminar fencing is acceptable; and
(c) Signs must be posted on the fence reading "Tree Protection Area."

(8) Tree Canopy Retention Modifications. An applicant may reduce the tree canopy requirements of subsection (3) by no more than five percent through a tree canopy retention modification when all of the following criteria and those in WCC 20.71.356 are met:
(a) The applicant demonstrates in writing that they have made a good faith effort to comply with the tree canopy requirements within the physical constraints of the site by:
   i) Retaining as much of the tree canopy as possible on site consistent with best management practices for maintaining the health of trees; or
   ii) Replanting as much of the tree canopy as possible on site consistent with best management practices for maintaining the health of trees;
(b) The applicant proposes to plant additional understory vegetation or ground cover area, excluding lawn cover, invasive species or noxious weeds, to fulfill the remaining canopy requirement in WCC Table 20.71.356(3) not met by retention or replanting of tree canopy; and
(c) When critical areas and their buffers exist on site and those buffers are not highly functioning, the applicant proposes to enhance the buffers by removing invasive species and noxious weeds and/or planting vegetation indigenous to the Pacific Northwest, spaced for maximum survivability.

(9) Street Trees. The county engineer may modify required frontage improvements to retain significant trees as street trees.
(10) Retained Significant Trees as a Condition of Development Approval. Retained significant trees, trees planted as replacements for significant trees, and trees planted to meet requirements in subsection (3) of this section may not be removed except when determined in writing by a certified arborist to
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constitute a hazard. Any replacement or significant trees removed without proper documentation from a certified arborist shall be subject to a fine as determined under WCC 20.94.

(11) Penalties and Enforcement. Any significant trees identified in a landscape plan to be retained, and subsequently damaged or removed during site development shall be replaced at a rate of three trees for each one damaged or removed. Failure to replace damaged or removed significant trees shall be subject to a fine as determined under WCC 20.94.

[...]

Chapter 20.80 SUPPLEMENTARY REQUIREMENTS

Sections:

[...]
20.80.300 Landscaping. (Adopted by reference in WCCP Chapter 2.)

[...]
20.80.325 Landscaping location and spacing.
20.80.330 Plant sizes at time of planting.
20.80.335 Plant choices.

[...]
20.80.345 Buffering plantings.
20.80.350 Parking areas.

[...]
20.80.500 Off-street parking and loading requirements.

[...]
20.80.512 Wheel stop, overhang.

[...]
20.80.630 Stormwater and drainage.
20.80.631 Exemptions.
20.80.632 Small development requirements.
20.80.633 Large development requirements.
20.80.634 Stormwater conformance.
20.80.635 Stormwater special districts.
20.80.636 Stormwater special district requirements.
20.80.730 Land clearing.

[...]
20.80.735 Water resource special management areas.

[...]

20.80.300 Landscaping. (Adopted by reference in WCCP Chapter 2.)

[...]
20.80.325 Landscaping location and spacing.
All required open space or any areas of the property not committed to a use requiring pervious surface must be landscaped. This may consist of any combination of trees, lawn, ground cover and shrubs and up to 20 percent of a non-vegetative decorative pervious material such as washed rock, bricks or paving stones. However, at least one tree will be required for every 2,000 square feet of open space including
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Walkways in addition to screening or planting along the property lines. Natural Existing vegetation may be used to meet the standards of this chapter, habitat other than noxious weeds may also be appropriate. Deciduous trees will also be required parallel to all public rights-of-way. Small trees will be spaced approximately 25 feet on center; medium trees, 35 feet on center; and large trees, 45 feet on center. Alternatively, informal clusters of coniferous or broad-leaved evergreen trees and/or deciduous trees may be used in an amount equivalent to a row of trees spaced 25 feet on center. Small, medium and large trees, shrubs and ground cover approved for use in county rights-of-way are listed in the Whatcom County Development Standards, Chapter 5, Road Standards, Appendix I. Additional landscaping and screening is required as noted in other sections of this chapter.

20.80.330 Plant sizes at time of planting.
(1) Evergreen trees shall be a minimum height of five feet with an average height of six feet above the finished planting bed.
(2) Deciduous trees shall be at least one and one-half two inches in caliper measured four and one half feet above ground level.
(3) Shrubs shall be at least 21 inches in height above finished grade.
(4) Ground cover shall provide an immediate coverage of at least 50 percent, and result in total coverage of the required landscape areas within three years as follows:
(a) Four-inch pots at 18 inches on average; or
(b) One-gallon or greater sized containers at 24 inches on average.
(5) In cases where they might interfere with vehicle or pedestrian traffic, deciduous trees should have a clear trunk area of at least seven feet above the ground.

20.80.335 Plant choices.
(1) New landscaping materials shall include species native to the coastal region of the Pacific Northwest or noninvasive non-native species that have adapted to the climatic and soil conditions of the coastal region of the Pacific Northwest in the following amounts:
(a) Seventy-five percent of groundcover and shrubs; and
(b) Fifty percent of trees.
(2) All species must be native to the area or recognized as being easily adaptable to the climate. Trees with weeping or contorted branching structures may be used as accent planting but should generally not be included as part of a screen planting or in plantings parallel to property lines.
(3) The county may require the applicant to modify the plant choice to:
(a) Eliminate undesirable species which may conflict with power lines or sewers because of their growth or evasive root systems; or
(b) Provide a desired diversity of species; or
(c) Make the plantings more in scale and compatible with the uses in the immediate vicinity of the subject property; or
(d) Provide plant materials that will fulfill the buffering or landscaping purpose of that planting on a year-round basis; or
(e) Provide visual relief on long facades.
(4) A list of desirable and undesirable trees with tree sizes is maintained on file with the land use division of planning and development services and may be used for reference.
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[...]

20.80.345 Buffering plantings.
Buffers are required when the proposed use is in a commercial or industrial zone and is directly adjacent to and shares a common boundary with property in a rural or residential zone. They are normally 25 feet wide unless otherwise approved by the administrator upon receipt of a detailed planting plan prepared by a landscape architect or qualified landscape designer. Buffering plantings are intended to provide an all-season visual screen between commercial or industrial uses on one side, and rural or residential uses on the other side. Landscape buffers may be required on road frontages as a condition of development for commercial or industrial development that includes outside storage of materials, outside parking of equipment or vehicles other than vehicles for sale on the site, and similar uses that can be a visual distraction or unsightly to persons on the public right-of-way. Plant materials that have minimal irrigation needs and are native or have a demonstrated suitability for Whatcom County are required.

Vegetation-based LID BMPs (such as bioretention facilities and rain gardens) may be used within buffers where the primary screening and buffering functions are not compromised. Twenty-five-foot planted buffers shall, at a minimum, consist of two offset rows of predominantly coniferous trees at an average spacing of 15 feet triangulated on center or an equivalent effect. Some deciduous trees shall be included and shrubs may be interspersed to provide interlocking root structures to reduce windthrow. Fifty-foot planted buffers will require four rows of trees in the same triangulated pattern as required in 25-foot buffers. Existing natural buffers are encouraged but may need additional width or be augmented with additional landscaping or fencing to provide the required sight barrier.

The buffer requirements for the Neighborhood Commercial Zone when abutting the Urban Residential Medium Density Zone (except as otherwise provided in WCC 20.60.552) can be met with a six-foot-high sight-obscuring fence or a dense hedge of sight-obscuring plantings.

20.80.350 Parking areas.
A minimum five-foot wide landscape strip shall be provided around the perimeter of all parking areas. Natural or planted buffers may be considered to meet this requirement. Tree spacing will be as required parallel to rights-of-way. Whenever a nonresidential parking lot containing more than 10 parking spaces is located in or adjacent to a residential zone, it shall also be screened on any side facing residential uses or zones where there is no intervening street. This screen shall consist of a fence, wall or acceptable planting screen at least four feet in height. The visual impact of parking areas shall be minimized by separating the area into modules that contain no more than 12 vehicles in a row. Each module shall be separated from other areas by a five-foot wide planting strip containing trees, shrubbery, or other ground cover in such substantial density as to break up long sight lines and overviews of parked cars. Adjacent uses on separate parcels may combine their parking lots to enhance circulation without the necessity for intervening landscaping except for maintaining the module pattern. Vegetation-based LID BMPs (such as bioretention facilities and rain gardens) may be used within landscape strips and modules provided they meet any of the other applicable landscaping requirements such as screening or buffering. These shall be designed in accordance with the Stormwater Management Manual for Western Washington (Ecology Manual), as amended.

[...]
20.80.500 Off-street parking and loading requirements.

[...]

20.80.512 Wheel stop, overhang.
(1) Appropriate wheel and bumper guards shall be provided to protect landscaped areas, to define parking spaces, and to clearly separate the parking area from any abutting street rights-of-way and property lines. Vehicles may overhang landscaped areas up to two (2) feet when wheel stops or curbing is provided.

(2) Where sufficient area is available to allow safe and efficient overhang of a vehicle, the planning department may permit the standard parking stall length to be reduced by two (2) feet with corresponding increase in adjacent landscaping width.

[...]

20.80.630 Stormwater and drainage. (Adopted by reference in WCCP Chapter 2.)

(1) Unless exempted in WCC 20.80.631, all development activity on lands within Whatcom County shall be subject to stormwater management requirements as follows:

(a) NPDES Phase II Permit area. Development activity inside the NPDES Phase II Permit area shall comply with:

i) be subject to the stormwater management provisions of the The 2012 Washington State Department of Ecology Stormwater Management Manual for Western Washington (Stormwater Manual), as amended Whatcom County Development Standards or the provision addressed herein, as applicable, unless specifically exempted;

ii) Appendix 1, Minimum Technical Requirements, of the Western Washington Phase II Municipal Stormwater Permit; and


(b) Unless other county stormwater management provisions are more restrictive, all development activity within NPDES Phase II area boundaries (excepting areas within the Birch Bay NPDES Phase II area boundary), as delineated at the time that the county determines that the development application is complete, shall comply with the most current editions of:

i) The Washington State Department of Ecology Stormwater Management Manual for Western Washington; and

(c) Appendix 1, Minimum Technical Requirements for New Development and Redevelopment, of the Western Washington Phase II Municipal Stormwater Permit; and

Appendix 7, “Determining Construction Site Sediment Damage Transport Potential,” of the Western Washington Phase II Municipal Stormwater Permit

(d) Lake Whatcom Watershed Overlay District. Except for areas within or that overlap with the NPDES Phase II Permit area (see subsection (1)), development activity inside the Lake Whatcom Watershed Overlay District shall comply with WCC 20.51 Lake Whatcom Watershed Overlay District.

(e) Stormwater Special Districts. Except for areas within or that overlap with the NPDES Phase II Permit area (see subsection (1)), development activity inside Stormwater Special Districts (as defined by WCC 20.80.635) shall comply with the Stormwater Manual, using the following

**Within Special Stormwater Districts – Modified Thresholds for Stormwater Management Table**

<table>
<thead>
<tr>
<th>Minimum Requirement (MR)</th>
<th>When Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR1 Stormwater Site Plan</td>
<td>&gt; 500 sq ft of new impervious surface, or Renovation projects where the estimated cost exceeds 50% of the assessed value</td>
</tr>
<tr>
<td>MR2 Construction SWPPP</td>
<td>Always required</td>
</tr>
<tr>
<td>MR3 Source Control</td>
<td>Not required</td>
</tr>
<tr>
<td>MR4 Preserve Natural Drainage</td>
<td>&gt; 500 sq ft of new impervious surface, or Renovation projects where the estimated cost exceeds 50% of the assessed value</td>
</tr>
</tbody>
</table>
| MR5 Ongoing Stormwater Management | - Property ≥ 2 acres meeting MR1, provide dispersion  
- Property < 2 acres meeting MR1 where soils are suitable for infiltration, provide infiltration  
- Property < 2 acres meeting MR1 where soils are not suitable for infiltration and project does not increase the 24-hour, 100-year peak flow rate by ≥ 0.1 cfs; provide dispersion |
| MR6 Treatment           | Always required |
| MR7 Flow Control        | Property < 2 acres meeting MR1 where project increases the 24-hour, 100-year peak flow rate by ≥ 0.1 cfs; provide detention |
| MR8 Wetlands Protection | > 500 sq ft of new impervious surface, or Renovation projects where the estimated cost exceeds 50% of the assessed value |
| MR9 O&M                 | Required only if stormwater facility installed |

1 Minimum requirements MR5 – MR9 likely require preparation by a professional engineer.

(f) Outside (a) the NPDES Phase II Permit area, (b) the Lake Whatcom Watershed Overlay District, and (c) the Stormwater Special Districts, Development activity outside the NPDES Phase II Permit area, Lake Whatcom Watershed Overlay District, and Stormwater Special Districts (as defined by WCC 20.80.635) shall comply with the Stormwater Manual, using the following modified Minimum Requirements in the table below, the definitions for land use intensity in subsection (e) of this section, and using the Stormwater Manual's definitions of terms for "stormwater site plan," "impervious surface," "hard surface," "land disturbing activity," "project," "site," and "replaced hard surface":

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**Outside the NPDES Phase II Permit area, the Lake Whatcom Watershed Overlay District, and the Stormwater Special Districts – Modified Thresholds for Stormwater Management Table**

<table>
<thead>
<tr>
<th>Minimum Requirement (MR)</th>
<th>Land Use Intensity&lt;sup&gt;2&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Low</td>
</tr>
<tr>
<td>MR1 Stormwater Site Plan</td>
<td>≥ 7,000 sq ft of new plus replaced hard surface, or ≥ 14,000 sq ft land disturbing activity</td>
</tr>
<tr>
<td>MR2 Construction SWPPP</td>
<td></td>
</tr>
<tr>
<td>MR3 Source Control</td>
<td>Not required</td>
</tr>
<tr>
<td>MR4 Preserve Natural</td>
<td></td>
</tr>
<tr>
<td>Drainage</td>
<td>≥ 7,000 sq ft of new plus replaced hard surface, or ≥ 14,000 sq ft land disturbing activity</td>
</tr>
<tr>
<td>MR5 ONSite Stormwater</td>
<td>Not required</td>
</tr>
<tr>
<td>Management</td>
<td></td>
</tr>
<tr>
<td>MR6 Treatment</td>
<td>Not required</td>
</tr>
<tr>
<td>MR7 Flow Control</td>
<td>Not required</td>
</tr>
<tr>
<td>MR8 Wetlands Protection</td>
<td>≥ 7,000 sq ft of new plus replaced hard surface, or ≥ 14,000 sq ft land disturbing activity</td>
</tr>
<tr>
<td>MR9 O&amp;M</td>
<td>Required only if stormwater facility installed</td>
</tr>
</tbody>
</table>

<sup>1</sup> Minimum requirements MR5 – MR9 likely require preparation by a professional engineer.

<sup>2</sup> see Subsection (e) to determine land use intensity

(g) **The land use intensities in the above tables have the following meanings:**

**Land Use Intensity for Stormwater Management Table**

**Note:** Any project that results in new plus replaced hard surface greater than or equal to 10 percent of the gross parcel size or 20,000 sq ft, whichever is greater, or converts 1.5 acres of vegetation to lawn or five acres of vegetation to pasture is subject to the thresholds for “High intensity” land uses.

**Low**
- Single-family residential and accessory uses on lots of record of 25,000 sq ft or larger;
- Construction of agricultural buildings, including those used in the processing and wholesale of agricultural products, on agricultural land as defined by RCW 84.34.020(2);
- Seasonal roadside stands; or
- Roads (other than those exempt as pavement maintenance).

**Medium**
- Single-family residential and accessory uses on lots of record smaller than 25,000 sq ft;
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| Short subdivisions of land into four or fewer lots; |
| Minor utility developments; or |
| Trails and trailheads. |
| High |
| All other uses, including all commercial, industrial, institutional, and urban or multifamily residential uses; |
| Subdivisions of land into more than four lots; |
| All uses on parcels bisected by the NPDES Phase II Permit Area boundary; or |
| Any project that results in new plus replaced hard surface greater than or equal to 10 percent of the gross parcel size or 20,000 sq ft, whichever is greater, or converts 1.5 acres of vegetation to lawn or five acres of vegetation to pasture. |

(2) No project permit shall be issued prior to meeting the stormwater requirements of this chapter and/or Chapter 2 of the Whatcom County Development Standards, the 2012 Washington State Department of Ecology Stormwater Management Manual for Western Washington, as amended. Advisory Note: Certain stormwater discharges to natural receiving waters are subject to state water quality standards and the requirements of the National Pollutant Discharge Elimination System (NPDES). Hydraulic Project Approval (HPA) may also be required if stormwater is discharged to a water body or stream that provides, or could provide, habitat for fish.

Development activity within the Birch Bay NPDES Phase II area boundary shall be subject to this chapter or the 2005 Department of Ecology Stormwater Management Manual for Western Washington and Appendices 1 and 7 of the NPDES Phase II 2012-2013 permit, whichever is more restrictive.

20.80.631 Exemptions.
(1) Agricultural activities as defined in this title, and forest practices regulated under WAC Title 222, except for Class IV General forest practices and nonconversion forest practices with approved conversion option harvest plans.

(2) Commercial agriculture practices (as defined in the 2012 Washington State Department of Ecology Stormwater Management Manual for Western Washington, as amended) involving working the land for production are generally exempt. However, the conversion from timberland to agriculture, and the construction of impervious surfaces are not exempt.

(2)(3) Development undertaken by the Washington State Department of Transportation in state highway right-of-way when regulated by Chapter 173-270 WAC, the Puget Sound Highway Runoff Program.

20.80.632 Small development requirements.
The following activities are considered small developments:

(1) Individual detached single-family residences; duplexes and accessory development creating less than 10,000 square feet of cumulative impervious surfaces.

(2) All other development resulting in the creation or addition of less than 5,000 square feet of impervious surface area.
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Small development activities shall be required to employ best management practices (BMPs), to control erosion and sediment during construction, to permanently stabilize soil exposed during construction, to protect adjacent properties and water bodies from stormwater effects caused by development, and shall be subject to any other requirements specified under Chapter 2 of the Whatcom County Development Standards, or as specified for special districts identified in WCC 20.80.635.

20.80.633 Large development requirements.
A preliminary stormwater proposal must be submitted to the county engineer unless otherwise exempted under WCC 20.80.631. The county engineer may require such modifications and improvements as deemed necessary to protect county drainage facilities, neighboring properties and water quality from stormwater effects caused by the development. No building permit shall be issued until a preliminary stormwater proposal, and, if required, an engineered stormwater design report is approved by the county engineer. Preliminary stormwater proposals and engineered stormwater design reports shall be prepared in accordance with the requirements of the Whatcom County Development Standards, Chapter 2.

20.80.634 Stormwater conformance.
All development shall conform to the following requirements:

(1) General.
(a) Stormwater discharges must be controlled and treated as required by law.
(b) Best management practices (BMPs) shall be used to comply with the regulations in this chapter. If appropriate BMPs are not referenced in the Whatcom County Development Standards, Washington State Department of Ecology Stormwater Management Manual for Western Washington, as amended (Stormwater Manual), experimental BMPs may be considered. However, experimental BMPs must be approved by the county technical administrator prior to implementation.
(c) Development shall minimize impervious surface areas while maintaining project function and viability. Protection of ground water and aquifer recharge are important objectives which shall be incorporated in required surface water management facilities consistent with established BMPs.
(d) Stormwater systems shall not be constructed in such a manner that they materially degrade natural systems such as streams and their banks, wetlands, ponds or lakes.
(e) Natural drainage patterns shall be maintained and discharges from the site shall occur at the natural location, unless it can be shown that relocation will have no significant adverse impact to either built or natural systems as a result of the relocation.
(f) The design of stormwater systems shall be an integral part of the overall development design and, in addition to the primary storage and conveyance function, should incorporate multiple use provisions to enhance the project, such as the following:
   i) Recreation;
   ii) Public safety;
   iii) Economical maintenance;
   iv) Aesthetic integration into the landscape and project design;
   v) Wildlife habitat;
vi) Education;

vii) Open space.

(2) Erosion and Sediment Control.

(a) All proposed projects that will clear, grade, or otherwise disturb the site shall provide erosion and sediment control (ESC) that prevents the transport of sediment from the site to drainage facilities, water resources and adjacent properties.

(b) Projects exceeding the small development thresholds in WCC 20.80.632 shall submit a preliminary temporary erosion and sediment control (TESC) plan and, if required, a large development temporary erosion and sediment control plan, for approval by the county engineer.

(c) Erosion and sediment controls shall be selected and applied in accordance with Whatcom County Development Standards, Chapter 2 — Stormwater Management the Stormwater Manual.

(3) Runoff Control.

(a) Proposed large development projects, except as noted below, shall provide runoff controls to limit the developed conditions’ peak rates of runoff to the predevelopment peak rates for the following storm events:

i) The one-year, 24-hour, storm event when stormwater is discharged to a stream or to a drainage basin within 1,000 feet of a stream or when the project is located in a stormwater special district;

ii) The two-year, 24-hour, storm event;

iii) The 10-year, 24-hour, storm event;

iv) The 25-year, 24-hour, storm event;

v) The 100-year, 24-hour, storm event.

(b) Exceptions. Direct discharge to a regional facility, marine water body, rivers or lakes when demonstrated there is no significant adverse impact to the conveyance system and the receiving waters.

(4) Conveyance. All engineered conveyance system elements for proposed projects shall be analyzed, designed and constructed to prevent overtopping, flooding, erosion and structural failure as specified by the conveyance requirements for new and existing systems and conveyance implementation requirements described in the Whatcom County Development Standards, Chapter 2 — Stormwater Management.

(5) Water Quality. Proposed large development projects shall provide appropriate water quality treatment facilities to treat runoff from pollution-generating impervious surfaces.

(6) Maintenance. All stormwater facilities shall be maintained in accordance with the stormwater system maintenance requirements of the Whatcom County Development Standards, Chapter 2 — Stormwater Management. Maintenance plans, responsibilities, and the method of financing said maintenance shall be established by the applicant or property owner prior to final approval of any development activity directly associated with the development proposal.

20.80.635 Stormwater special districts.

(1) Whatcom County shall establish the following geographical areas as stormwater special districts:

(a) Drayton Harbor watershed.
(b) Lake Samish watershed.
(c) Birch Bay watershed.
(d) Lake Padden watershed.
(2) Requirements for these areas are contained in WCC 20.80.636-630(1)(c) and in the Whatcom County Development Standards, Chapter 2.

20.80.636 Stormwater special district requirements.
In areas designated as stormwater special districts (per WCC 20.80.635), permanent on-site stormwater quality and quantity facilities shall be required on all lots less than five acres in size for projects that meet either of the following criteria:
(1) New construction or remodels that increase impervious surfaces by more than 500 square feet; or
(2) Renovation projects where the estimated cost of the work exceeds 50 percent of the assessed value of the existing structure. Interior remodels, nonpolluting roof replacements, house maintenance and energy upgrades shall be exempt from this requirement.
If stormwater quality and quantity facilities are required based on either of these criteria, the provisions of the Whatcom County Development Standards, Chapter 2, Section 221, shall apply to the entire property, unless it can be demonstrated that off-site facilities would provide better treatment, or unless common detention and water quality facilities meeting the standards of the 1996 Whatcom County Development Standards or the 1992 Department of Ecology Stormwater Management Manual for the Puget Sound Basin (or more current versions) have been approved as part of a comprehensive stormwater management plan for that subdivision, binding site plan, short subdivision, or major development approval.

20.80.730 Land clearing.
[...]

20.80.735 Water resource special management areas.
The purpose of a water resource special management area is to establish a more stringent standard for clearing activity in highly valued water resource areas, environmentally sensitive areas, or areas where natural conditions are so unstable that clearing activity in the areas can result in hazardous conditions. Implementation of best management practices, including phased clearing, tree retention and seasonal clearing limitations, is intended to limit the amount of exposed soils on site that are susceptible to erosion at any one time, thereby improving site stability during development and reducing potential for transport of dissolved pollutants and sediments off site. Preservation of existing trees on site also reduces the quantity and maintains the quality of stormwater leaving a site during and after development activities by encouraging interception, infiltration and evapotranspiration of rainfall and surface runoff.

Whatcom County shall establish the following geographic areas as water resource special management areas:
- Drayton Harbor watershed;
- Lake Padden watershed;
- Lake Samish watershed; and
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- Birch Bay watershed.

(1) Water Resource Special Management Area Review Thresholds. County review and approval shall be required for clearing activities which exceed the following thresholds. If the clearing activity does not meet the threshold criteria, County review is not required. However, the owner is still subject to, and must comply with, the minimum requirements established in this chapter and in the Whatcom County Development Standards.

(a) Lake Samish and Lake Padden Watersheds. County review and approval shall be required for all clearing activities associated with a fill and grade permit, building permit or other development proposal. Clearing activities which are not associated with a development permit shall require county review if they are:

(i) Five thousand square feet or greater during the dry season, June 1st through September 30th; or

(ii) Five hundred square feet or greater during the wet season, October 1st through May 31st.

(2) Within water resource special management areas, clearing activity must conform to the following conditions:

(a) Temporary erosion and sediment control shall be installed and inspected prior to any clearing activity. The technical administrator shall conduct periodic inspections to ensure the integrity of temporary erosion and sediment controls. Temporary erosion and sediment control measures include, but are not limited to, installation of silt fencing, installation of check dams, covering of excavation piles, and mulching of exposed soils, as specified in the Whatcom County Development Standards.

(b) Phased Clearing. Construction activities and clearing activities shall be phased to limit the amount of exposed soil that occurs at any one time, if determined to be appropriate by the technical administrator, based on site characteristics or constraints including, but not limited to, slopes, proximity to shorelines and wetlands. A phased clearing plan may be required. A phased clearing plan, if required, shall be submitted for review and approval by the technical administrator prior to any clearing activity and shall contain a detailed construction schedule or timeline.

(c) Soil Stabilization. All disturbed areas shall be provided with soil stabilization within two days of the time of disturbance. The technical administrator may approve an exemption to this requirement when a tree canopy area retention plan includes a soil stabilization plan. This plan component must specifically detail erosion and sediment control and stormwater runoff measures that provide runoff control equal to or greater than the protection provided by the standard two-day soil stabilization requirements of this section.

(d) Tree Canopy Area Retention. In the Lake Samish and Lake Padden watersheds, in addition to compliance with all other requirements of this title and other titles of the Whatcom County Code, clearing activities on any lot or parcel, with the exception of nonconversion forest practices occurring on lands platted after January 1, 1960, shall comply with the following provisions:

(i) Existing tree canopy areas, as defined by the dripline of the tree(s), may be removed for purposes of a building site, driveways, parking areas, and areas to be landscaped, but such
areas shall not exceed a cumulative total of 5,000 square feet or 35 percent of the existing
tree canopy area, whichever is greater.

(ii) The following criteria shall be used to determine which tree canopy areas are to be
prioritized for retention:

(A) Stands of mature native trees;
(B) Trees on sensitive slopes, on lands classified as having landslide hazards, or high erosion
hazards, as defined under the Critical Areas Ordinance;
(C) Trees within critical areas or their associated setback and/or buffer areas as defined
under WCC Title 16 or 23; or
(D) Trees with significant habitat value as identified by a qualified wildlife biologist or by the
technical administrator, per WCC Title 16.

(iii) Existing trees and vegetation may be used to meet all or part of the landscaping
requirements of this title.

(iv) The county shall require that tree canopy areas to be retained are identified on a site plan
and clearly flagged, or delineated, on the site. A tree canopy area retention plan must
accompany a project or clearing permit application and be approved by the technical
administrator before clearing activity takes place. The plan shall contain the following
components:

(A) A scaled-drawing identifying the following:
   1. North arrow;
   2. Property boundaries;
   3. Existing structures;
   4. Site access;
   5. Tree canopy areas to be removed;
   6. The outer dripline of tree canopy areas to be retained;
   7. Critical areas including, but not limited to, slopes, wetlands, and habitat
      conservation areas;
   8. Protection measures to be utilized for areas that will be undisturbed; and
   9. Areas to be replanted pursuant to subsection (2)(d)(vii) of this section;

(B) A planting schedule that indicates the time frame for replanting of trees as applicable;

(C) Provisions for maintenance and monitoring.

(v) Prior to any clearing activity or development activity, any tree canopy area designated for
retention shall be delineated by temporary fencing, tape, or other indicators around the
outer dripline of the trees. Temporary fencing, tape, or other indicators shall be clearly
visible and shall be maintained for the duration of the proposed clearing or development
activity. Any tree canopy areas designated for retention shall be field verified by the
technical administrator before clearing activities begin. Trees within canopy areas
designated for retention shall not be damaged by clearing, excavation, ground-surface level
changes, soil compaction, or any other activities that may cause damage to roots or trunks.
Machinery, impervious surfaces, fill and storage of construction materials shall be kept
outside of the dripline of the tree canopy areas designated for retention.
(vi) Tree canopy areas may be removed when limited to those canopy areas affected under the following circumstances:
(A) Fire prevention methods when supported by the county fire marshal;
(B) Hazard trees, as defined in Chapter 20.97 WCC, are identified (an evaluation and determination by a licensed arborist or forester may be required);
(C) Encroachments where the trunk, branches or roots would be, or are, in contact with main or accessory structures; or
(D) Where installation and/or maintenance of roads or utilities would unavoidably require removal or cutting through the root system.

(vii) In the event that tree canopy areas in excess of the applicable threshold must be removed to facilitate reasonable use of the site, or to eliminate hazard trees, not less than two replacement trees shall be planted for every tree removed. Replacement trees shall:
(A) Be of the same, or similar, native species as those trees removed from site;
(B) Be planted to reestablish tree clusters where they previously existed, or to enhance protected tree clusters;
(C) Be planted in locations appropriate to the species' growth habitat and horticultural requirements; and
(D) Be located away from areas where damage is likely.

(viii) If any trees within canopy areas designated for retention are damaged or destroyed through the fault of the applicant, agent or successor, the applicant, their agent or successor shall restore the site pursuant to a restoration plan approved by the county.

(ix) The county may require a bond or other security in an amount not to exceed 125 percent of the merchantable timber to guarantee retention of existing trees within designated canopy areas during construction. In the event of a dispute between the landowner and the county over the established value, an assessment will be made by a professional forester or arborist whose selection will be made by mutual agreement between the county and the landowner. The fee for the services of the professional forester or arborist shall be paid by the landowner or responsible party. In the event any trees designated to be retained are removed, the county shall require that sufficient trees be re-planted to replace those previously in existence. In the event that replanting does not occur, the county may enforce upon any bond posted. Each tree removed or destroyed shall constitute a separate violation.

(c) Seasonal Clearing Activity Limitations. In the Lake Samish and Lake Padden watersheds, clearing activity, as defined in WCC 20.97.054, that will result in exposed soils exceeding 500 square feet shall not be permitted from October 1st through May 31st; provided, that:

(i) In addition to the clearing activities exempted under WCC 20.80.733, the zoning administrator may approve an exemption to this requirement for the following activities:
(A) Routine maintenance and repair of erosion and sediment control measures;
(B) Activities located at or waterward of the ordinary high water mark subject to state, federal, and/or local (per Chapter 16.16 WCC and/or WCC Title 23) conditions of approval requiring commencement of clearing activity during the wet season, as defined
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in subsection (1)(a)(ii) of this section, for purposes of minimizing surface water
disturbance and site inundation by high water or wave action;

(C) Activities necessary to address an emergency that presents an unanticipated and
imminent threat to public health, safety or the environment that requires immediate
action within a time too short to allow full compliance with this section. Upon
abatement of the emergency situation, the clearing activity shall be reviewed for
consistency with this chapter and may be subject to additional permit requirements;
provided, that the applicant shall make a reasonable attempt to contact the zoning
administrator prior to the activity. When prior notice is not feasible, notification of the
action shall be submitted to the zoning administrator as soon as the emergency is
addressed and no later than two business days following such action. Emergency
construction does not include development of new permanent protective structures
where none previously existed.

(ii) To ensure compliance with subsection (2)(e) of this section, Whatcom County planning and
development services shall not issue development permits requiring more than 500 square
feet of land disturbance located within the Lake Samish or Lake Padden watersheds within
two weeks prior to the watershed seasonal closure on October 1st.

(iii) Soil disturbance associated with an exempt clearing activity shall be minimized to the
maximum extent practicable. The zoning administrator shall have the authority to condition
an exempt activity to ensure that temporary erosion and sediment control measures will be
implemented.

(iv) An exemption from the seasonal land clearing requirements of this section does not grant
authorization for any work to be done in a manner that does not comply with other
provisions of this chapter or other applicable development regulations.

(f) One Hundred Fifty Percent Violation Fines. When a violation occurs in an area designated as a
water resource special management area, the total fine assessment shall be increased to 150
percent of the standard penalty as provided for in Chapter 20.94 WCC, Enforcement and
Penalties.

[...]

Chapter 20.85 PLANNED UNIT DEVELOPMENT (PUD)

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) LID BMPs may be used within common open space, provided that the use of LID BMPs is not in
conflict with the primary purpose of the common open space.

(3)[4] 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.

[...]

20.85.203 Site plan and supporting maps and graphics.
An initial site plan, at a minimum scale of one inch equals 100 feet or such other scale as may be
convenient based on the area covered by the proposal with approval of the administrator, and any
supporting graphics, narrative descriptions and maps, to show major details of the proposed PUD. If the
initial plan is based on a survey or existing survey data of the subject site, the survey data shall be
prepared by a registered land surveyor, registered civil engineer or other professional licensed to
conduct surveys. The initial site plan and supporting graphics and maps in combination shall provide a
level of detail appropriate to the scale and timing of the project and sufficient to demonstrate how the
project complies with the provisions of this chapter.
(1) Proposed name of the development, north point, scale, date and address, and telephone number of
the preparer of the site plan/supporting maps.
(2) Existing site conditions including water courses, wetland area, floodplains, unique natural features,
native vegetation, forest cover and elevation contours of sufficient intervals to indicate the
topography of the entire tract for a sufficient distance beyond the boundaries of the proposed
development to depict any features within 300 feet which may affect site development. Unless
otherwise approved by the administrator, contour information shall be as follows:
(a) Up to 10 percent slopes, two-foot contours.
(b) Over 10 percent to less than 20 percent slopes, five-foot contours.
(c) Twenty percent or greater slopes, 10-foot contours.
(3) Location of all existing lot lines, lease areas and easements, and the location of all proposed lot lines,
lease areas, and easements, if known.
(4) The locations and identification of all existing buildings, structures and other improvements. The location or approximate location of proposed buildings including maximum height and type of use.

(5) For residential structures, provide the types and number of residential units in each structure or the range of residential structures proposed together with the range of the type and number of units per structure.

(6) For nonresidential buildings, the gross floor area of each building.

(7) The location and square footage or approximate location and square footage or acreage of all areas of all areas to be conveyed, dedicated or reserved as common open spaces, public parks, recreational areas, school sites, and similar public and semi-public uses with notations of proposed ownership included where appropriate.

(8) Landscaping and open space improvements plan or concept.

(9) The existing and proposed circulation system of arterial, collector and/or local streets, including right-of-way street widths, off-street parking areas, service areas, loading areas and major points of access to public rights-of-way (including major point of ingress and egress to the development). Notations of proposed ownership, public or private, shall be included where appropriate.

(10) Location and width of existing and proposed sidewalks and trails.

(11) The proposed treatment of the perimeter of the PUD, including materials and techniques used such as screens, fences and walls.

(12) The location of adjacent utilities including sanitary sewers, water lines and storm drainage facilities intended to serve the development, and a layout of the existing and proposed utilities within the development, if utility plans have been completed. Otherwise indicate the general location of utilities, i.e., roadways, easements, etc.

(13) Existing zoning and Comprehensive Plan boundaries for the site and adjacent property.

(14) Information of contiguous properties within 300 feet of the proposed PUD including:
   (a) Existing and, if known, proposed land use and streets; and
   (b) Existing structures excluding accessory buildings, ownership tracts and unique natural features of the landscape, if readily accessible.

(15) A vicinity map showing the location of the site and its relationship to surrounding areas, including existing streets, major physiographic and cultural features such as railroads, lakes, streams, shorelines, schools, parks or other prominent features.

(16) If the applicant wishes to incorporate renewable energy features into the PUD, information shall be submitted which will describe the long-term usability of the energy source including:
   (a) Solar:
      (i) Solar site survey including solar sun chart;
      (ii) Shadow diagrams including schematic elevations of pertinent vegetation and structures, and existing major topographical features;
      (iii) General description of the solar system identifying type (passive or active), location and size (surface area);
   (b) Wind:
      (i) Wind data including direction, frequency and intensity;
      (ii) Wind disruption information including potential on and off-site building construction, and major topographical features;
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(iii) Wind machine location and visual description;

(c) Micro or small scale hydro:
   (i) Estimated annual energy output using flow duration curves;
   (ii) Stream data including low and average flows;
   (iii) Hydro site location and design;
   (iv) Status of Federal Energy Regulatory Commission (FERC) approval;

(d) Geothermal: source of energy.

[...]

Chapter 20.97 DEFINITIONS

Sections:

[...]
20.97.029  Best management practice (BMP).
[...]
20.97.171.1  Hard surface.
20.97.171.1—2  Hazard tree.
[...]
20.97.187  Impervious surface.
[...]
20.97.194.1  Land disturbing activity.
[...]
20.97.220.1  Low impact development [LID].
20.97.220.2  LID best management practices (BMPs).
[...]
20.97.269—Net land area disturbed.
20.97.269.1—Net new impervious surface area.
20.97.269.2—Net new permeable pavement areas.
20.97.269.3—Net replaced impervious surface area.
20.97.269.4—Net replaced permeable pavement areas.
[...]
20.97.341  Replaced hard surface.
20.97.341—342  Replaced impervious surface.
20.97.342—Replaced impervious surface area.
20.97.343—Replaced permeable pavement area.
[...]
20.97.419  Significant tree.
[...]
20.97.430.1  Stormwater.
20.97.430.2  Stormwater runoff.
[...]
20.97.436.4  Tree, significant.
[...]

[...]
20.97.029 Best management practice (BMP).
"Best management practice (BMP)" means the schedule of activities, prohibitions of practices, maintenance procedures, and structural and/or managerial practices approved by Washington State Department of Ecology that, when used singly or in combination, prevent or reduce the release of pollutants and other adverse impacts to waters of Washington State. [...]

20.97.171.1 Hard surface.
"Hard surface" means an impervious surface, a permeable pavement, or a vegetated roof.

20.97.171.2 Hazard tree.
"Hazard tree" means any tree that is susceptible to immediate fall due to its condition (damaged, diseased, or dead) or other factors, and which because of its location is at risk of damaging permanent physical improvements to property or causing personal injury. [...]

20.97.187 Impervious surface.
"Impervious surface" means a hard surface non-vegetated surface area which either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development, and/or a non-vegetated surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled macadam or other surfaces which similarly impede the natural infiltration of stormwater. Natural surface waters and open, uncovered detention/retention facilities shall not be considered as impervious surfaces for purposes of determining whether the thresholds for application of minimum requirements are exceeded. Open, uncovered retention/detention facilities shall be considered impervious surfaces for purposes of runoff modeling calculated when determining total impervious surfaces. Alternative surface methods as set forth in WCC 20.71.603 shall not be considered impervious surfaces. [...]

20.97.194.1 Land disturbing activity.
"Land disturbing activity" means activity that results in a movement of earth or a change in the existing soil cover (both vegetative and nonvegetative) and/or the existing soil topography. Land disturbing activities include but are not limited to clearing, grading, filling, and excavation. Compaction that is associated with stabilization of structures and road construction shall also be considered a land disturbing activity. Vegetation maintenance practices are not considered land-disturbing activity. Stormwater facility maintenance is not considered land disturbing activity if conducted according to established standards and procedures. [...]

20.97.220.1 Low impact development (LID).
A stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

20.97.220.2 LID best management practices (BMPs).
Distributed stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, minimal excavation foundations, vegetated roofs, and water re-use.

[...]

20.97.269 Net land area disturbed.
"Net land area disturbed" means the quantity of disturbed native vegetated land area minus the quantity of any non-native vegetated land area.

20.97.269.1 Net new impervious surface area.
"Net new impervious surface area" means the quantity of new minus the quantity of any existing impervious surface area.

20.97.269.2 Net new permeable pavement areas.
"Net new permeable pavement areas" means the quantity of new permeable pavement area minus the quantity of any existing permeable pavement area.

20.97.269.3 Net replaced impervious surface area.
"Net replaced impervious surface area" means the quantity of replaced impervious surface area minus the quantity of any existing impervious surface area.

20.97.269.4 Net replaced permeable pavement areas.
"Net replaced permeable pavement areas" means the quantity of replaced permeable pavement area minus the quantity of any existing permeable pavement area.

[...]

20.97.341 Replaced hard surface.
"Replaced hard surface" means, for structures, the removal and replacement of hard surfaces down to the foundation; for other hard surfaces, the removal down to bare soil or base course and replacement.

20.97.341-342 Replaced impervious surface.
"Replaced impervious surface" means, for structures, the removal and replacement of impervious surfaces down to the foundation; for other impervious surfaces, the removal down to bare soil or base course and replacement. (From 2012 DOE Stormwater Manual)

20.97.342 Replaced impervious surface area.
“Replaced impervious surface area” means, for structures, the removal and replacement of impervious surfaces down to the foundation. For other impervious surfaces, the removal down to bare soil or base course and replacement.

20.97.343 Replaced permeable pavement area.
“Replaced permeable pavement area” means the removal and replacement of permeable pavement areas down to bare soil or base course and replacement.

 [...]

20.97.419 Significant tree.
See WCC 20.97.436.4 Tree, significant.

 [...]

20.97.430.1 Stormwater.
“Stormwater” means that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes and other features of a stormwater drainage system into a defined surface waterbody, or a constructed infiltration facility. means the portion of precipitation that does not evaporate or naturally percolate into the ground, but flows via one or more of the following means:
Surface or overland flow;
Interflow;
Pipes and other features of a stormwater drainage system;
Into one or more of the following:
Defined surface waterbodies (e.g., rivers, streams, creeks, sloughs, ponds, lakes);
Constructed infiltration facilities.

20.97.430.2 Stormwater runoff.
“Stormwater runoff” means the portion of precipitation that does not evaporate or naturally percolate into the ground, but flows via one or more of the following means:
- Surface or overland flow;
- Interflow;
- Shallow ground water;
- Pipes and other features of a stormwater drainage system;

Into one or more of the following:
- Defined surface waterbodies (e.g., rivers, streams, creeks, sloughs, ponds, lakes);
- Springs;
- Seeps;
- Wetlands.

 [...]

20.97.436.4 Tree, significant.
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Any evergreen tree, twelve inches or greater in diameter at breast height (DBH) or deciduous tree, eight inches or greater DBH. Diameter at breast height shall be measured four and one half feet above existing grade. The Director of Planning and Development Services may authorize the exclusion of any tree, which for reasons of health or age is not desirable to retain, from this definition.

[...]

Chapter 21.04 SHORT SUBDIVISIONS

[...]

21.04.150 Requirements for a fully completed application for short subdivisions.
Upon completion of the pre-application review, and in response to the pre-application review letter, the applicant is authorized to prepare the short subdivision application materials. The following requirements for a fully completed application, and any other information on a form prescribed by the subdivision administrator, must be provided in order to initiate a review for a determination of completeness.

(1) Written and Other Data and Fees.
   (a) Name, address and phone number of owner(s), applicant, and contact person.
   (b) Intended uses.
   (c) List of variances and waivers requested.
   (d) General written proposal of water supply and sewage disposal method, including letter from public water or sanitary sewer providers stating their willingness and ability to serve the proposed land division.
   (e) Preliminary stormwater proposal.
   (f) Preliminary traffic proposal and transportation concurrency analysis, as required by Chapter 20.78 WCC.
   (g) Assessor’s parcel number (of the parent parcel).
   (h) Fees as specified in the Unified Fee Schedule.
   (i) Critical areas assessment report pursuant to WCC 16.16.255 when the written findings of the pre-application review identify the need for this report.
   (j) Preliminary title report issued no more than 60 calendar days prior to application.
   (k) Net and gross lot size to determine minimum lot size and density requirements as required by the Zoning Ordinance.
   (l) Signature of property owners or applicant attesting by written oath to the accuracy of all information submitted for the application.

(2) Map Data.
   (a) Name of owner(s).
   (b) Name of proposed land division.
   (c) General layout of proposed land division.
   (d) Common language description of the general location of the land division.
   (e) Approximate locations of existing roads, utilities, and infrastructure.
   (f) Vicinity map.
(g) Short plat map with a common engineering scale with north arrow and sheet numbers (on each sheet containing a map).
(h) Section, township, range and municipal and county lines in the vicinity.
(i) Boundaries of the site with general dimensions shown that are prepared by a licensed surveyor.
(j) General direction and gradient of slope.
(k) Legal description of the land.
(l) Proposed location and means of proposed water service and sewage disposal.
(m) Proposed location and means of proposed access (including proposed improvements to on-site and off-site roadways, and site distance).
(n) Other proposed on-site and off-site utilities and facilities.
(o) Location of existing roads, rights-of-way, buildings, parking, and drainage on-site.
(p) Where appropriate, location of natural features, including bodies of water, natural drainage areas, native vegetation, critical areas, and buffers.
(q) Location of existing sanitation and water facilities and easements (where appropriate).
(r) Existing and proposed street names.
(s) Names or numbers of any adjacent divisions.
(t) Sequential numbers or letters to all lots within the short subdivision.
(u) Topographic map of sufficient contour interval, acceptable to the county engineer or director of planning and development services or their designee, to show the topography of the land to be divided.
(v) Location of critical areas, shorelines and base flood elevation, where applicable.
(3) Seven sets of the above required information shall be submitted. The subdivision administrator may require the applicant to submit the information in an electronic format, and may reduce the number of required sets if provided in an alternative format.

[...]

Chapter 21.05 PRELIMINARY LONG SUBDIVISIONS*

[...]

21.05.120 Requirements for a fully completed application for preliminary long subdivisions. Upon completion of the pre-application review, and in response to the pre-application review letter, the applicant is authorized to prepare the subdivision application materials. The following requirements for a fully completed application, and any other information on a form prescribed by the subdivision administrator, must be provided in order to initiate a review for a determination of completeness.

(1) Written and Other Data and Fees.
   (a) Completed application form.
   (b) Name, address and phone number of owner(s), applicant, and contact person.
   (c) Names, addresses and telephone numbers of the involved engineers, surveyors, and consultants.
   (d) Intended uses.
   (e) List of variances and waivers requested.
   (f) Names and addresses of all persons, firms, and corporations holding legal interests in the land, such as easements, of which the applicant has knowledge.
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(g) Assessor’s parcel number (of the parent parcel).

(h) List of names and addresses of owners of property within 300 feet of site’s boundaries (based on the latest assessor’s equalized tax roll) when within an urban growth area, or within 1,000 feet of site’s boundaries when outside an urban growth area, together with corresponding parcel numbers and assessor’s parcel map.

(i) Proposed covenants, conditions, and restrictions (CC&Rs).

(j) SEPA checklist.

(k) Preliminary stormwater proposal.

(l) Preliminary traffic analysis.

(m) Proposed utilities.

(n) Critical area and soils reports, as specified in the applicable development standards. All reports shall be certified by qualified professionals experienced in the applicable field of science.

(o) Net and gross lot size to determine minimum lot size and density requirements as required by the Zoning Ordinance.

(p) Fees as specified in the Unified Fee Schedule.

(2) Map Data.

(a) Acceptable map size is 24 inches by 24 inches to 24 inches by 36 inches.

(b) Date of revisions, if any.

(c) Name of owner.

(d) Name, address, and telephone number of the surveyor or consultant preparing the map proposal.

(e) Name of proposed land division.

(f) Names or numbers of any adjacent divisions.

(g) General layout of proposed land division.

(h) Approximate locations of existing utilities, infrastructure, roads, drainage and rights-of-way within 300 feet of the boundary of the proposed land division.

(i) Vicinity map at a scale not less than one inch equals 2,000 feet.

(j) Common engineering scale (one inch equals 100 feet or larger), sheet numbers, and north arrow.

(k) Section, township, range, municipal and county lines in the vicinity.

(l) Location of monuments and fences located by any boundary survey and the date of the survey.

(m) General boundaries of the site with general dimensions shown, perimeter boundary marked with a bold line.

(n) Legal description of the land being subdivided.

(o) Proposed access (including proposed improvements to on-site and off-site roadways).

(p) Other proposed on-site or off-site utilities and facilities.

(q) The location and widths of all proposed roads, rights-of-way, and easements.

(r) When appropriate, location of natural features, including bodies of water, natural drainage areas, native vegetation, regulated watershed boundaries, critical areas, and buffers.

(s) Location of buildings, and parking on-site or contiguous to the site.

(t) General location of existing and proposed facilities, sanitation and water facilities, easements (where appropriate), landscaping, common areas, and phasing boundaries.
(u) General plans of proposed water distribution systems, sewage disposal systems, and drainage systems. The plans shall include system location and sizes, sources of water supply, location and size of storage reservoirs, location of drainage outlet, and other major features and shall be certified by a professional engineer.

(v) Layout of proposed alleys, walkways, bicycle paths, and parcels to be dedicated or reserved for school, park, playground, well site or other use.

(w) Sequential numbers to all lots within subdivision and identify proposed phases.

(x) Location of critical areas, shorelines and base flood elevation, where applicable.

(3) Additional information.

(a) Title report.

(b) Written narrative of how the proposed preliminary plat will meet development and/or level of service standards for:

(i) Water supply.

(ii) Sewage disposal.

(iii) Fire protection service.

(iv) Public school system.

(c) Project area.

(d) Area in lots, square feet, and percentage of total.

(e) Zoning designation and zone density.

(f) Number of lots.

(g) Average lot size, area, and maximum lot size.

(h) Area of streets, area in rights-of-way, and percentage of total.

(i) Area of parks, open space, and percentage of total.

(j) Area of impervious surface proposed.

(k) Soil types and classifications.

(l) Utility service types and name of provider.

(m) School and fire district.

(n) Boundary survey, prepared and certified by a professional land surveyor.

(o) Additional reports as required at the pre-application meeting, prepared by qualified professionals, including but not limited to:

(i) Traffic impact analysis and concurrency study.

(ii) Stormwater design report.

(iii) Soils and/or geological report.

(iv) Wetlands delineation and/or critical areas assessment report.

(v) Soil testing results for pesticides for subdivisions on land historically used for raising row crops.

(p) Topographic map of sufficient contour interval, acceptable to the county engineer or subdivision administrator, to show the topography of the land to be subdivided.

(4) Eleven sets of the above required information shall be submitted. The subdivision administrator may require the applicant to submit the information in an electronic format, and may reduce the number of required sets if provided in an alternative format.
Chapter 21.07 PRELIMINARY BINDING SITE PLANS

21.07.120 Requirements for a fully completed application for preliminary binding site plans.
Requirements for a fully completed application must be provided in order to vest an application.

1) Written and Other Data and Fees.
   - Seven copies of written data.
   - Completed application form.
   - Name, address and phone number of owner(s), applicant, and contact person.
   - The names, addresses and telephone numbers of the involved engineers, surveyors, and consultants.
   - Intended uses.
   - List of variances and waivers requested.
   - Names and addresses of all persons, firms, and corporations holding legal interests in the land, such as easements, of which the applicant has knowledge.
   - Assessor’s parcel number (of the parent parcel).
   - List of names and addresses of owners of property within 300’ of site’s boundaries (based on the latest assessor’s equalized tax roll), together with corresponding parcel numbers and assessor’s parcel map.
   - Proposed covenants, conditions, and restrictions (CC&Rs).
   - SEPA checklist.
   - Preliminary stormwater proposal, preliminary traffic analysis, utility, critical area study, and soils reports, as specified in the applicable development standards. All reports shall be certified by qualified professionals experienced in the applicable field of science.
   - Brief statement covering the number of lots, proposed uses of lots, method of water supply and sewage disposal, approximate road length, total acreage; percentage of total acreage used for roads, lots, open space and other uses, and average lot size and number of lots per gross acre.
   - Fees as specified in the Unified Fee Schedule.

2) Map Data.
   - Acceptable map size is 18" x 24" to 24" x 36".
   - Seven map copies of map proposal.
   - Date of revisions, if any.
   - Name of owner.
   - Name, address, and telephone number of the surveyor or consultant preparing the map proposal.
   - Name of proposed binding site plan.
   - Names or numbers of any adjacent divisions.
   - General layout of proposed land division.
   - Approximate locations of existing utilities, infrastructure, roads, drainage and rights-of-way within 300’ of the boundary of the proposed land division.
   - Vicinity map at a scale not less than 1” = 2000’.
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- Common engineering scale (1" = 100' or larger), sheet numbers, and north arrow.
- Section, township, range, municipal and county lines in the vicinity.
- Location of monuments and fences located by any boundary survey and the date of the survey.
- General boundaries of the site with general dimensions shown, perimeter boundary marked with a bold line.
- Legal description of the land being subdivided.
- Proposed access (including proposed improvements to on-site and off-site roadways).
- Other proposed on-site or off-site utilities and facilities.
- The location and widths of all proposed roads, rights-of-way, and easements.
- When appropriate, location of natural features, including bodies of water, natural drainage areas, native vegetation, critical areas, and buffers.
- Location of buildings, and parking on-site or contiguous to the site.
- General location of existing and proposed facilities including; sanitation, water service, easements, landscaping, common areas, phasing boundaries, and (for mobile home and RV parks) typical details of individual lease spaces.
- Existing and proposed street names.
- General plans of proposed water distribution systems, sewage disposal systems, and drainage systems. The plans shall include system location and sizes, sources of water supply, location and size of storage reservoirs, location of drainage outlet, and other major features and shall be certified by a professional engineer.
- Layout of proposed alleys, walkways, bicycle paths, and parcels to be dedicated or reserved for school, park, playground, well site or other use.
- Sequential numbers to all lots within binding site plan and identify proposed phases.

[...]

Chapter 21.08 GENERAL AND SPECIFIC BINDING SITE PLANS

[...]

21.08.050 Requirements for a fully completed application for general binding site plans and specific binding site plans.
(1) Written and Other Data and Fees.
- Name, address, and phone number of owner, applicant, and contact person.
- A separate map scaled at 1" = 400' for assignment of addresses. Addresses assigned by the county shall be shown on the original drawing prior to filing with the county auditor.
- Lot closures for the parcel being subdivided, each lot, and any dedicated right-of-way.
- Title report issued no more than 60 days old.
- Copies of covenants, conditions and restrictions.
- As-built drawings for road and drainage improvements.
- Any fees as specified in the Unified Fee Schedule.

(2) Map Data.
- General or specific binding site plan size is 18" x 24".
- Seven map copies from original drawings.
• Name of owner(s).
• Name of the binding site plan.
• Section, township, range, and municipal and county lines within the vicinity.
• Common engineering map bar scale (1" = 100' or larger), north arrow, legend, and sheet numbers.
• Perimeter of the binding site plan shall be depicted with heavier lines.
• File number of the preliminary binding site plan.
• Existing and proposed street names.
• Legal description of the land being divided.
• All lot and tract areas.
• Vicinity map.
• Names and numbers of any adjacent subdivisions, short subdivisions, and binding site plans.
• Complete bearings, lineal dimensions, radii, arcs, and central angle, of all lines and curves of any lot or boundary lines within the binding site plan.
• Location of all permanent control monuments found and established at the controlling corners of the parcel being divided and within the land division.
• Location of all monuments or other evidence used as ties to establish the land division boundaries and the basis of bearing.
• Type and location of monuments and the date set.
• Sequential numbers assigned to all lots (specific binding site plans only).
• Location and width of all easements shown as dashed lines, and a description of the purpose of the easement (including beneficiary).
• Location and description of all fence and building encroachments and other matters which, in the judgment of a professional land surveyor, give rise to alternate boundary locations resulting from occupational evidence or prescriptive rights.
• Location, width, geometry, centerline, and names of all roads within and adjoining the binding site plan.
• Identify and locate all stormwater facilities, areas set aside for stormwater management, utilities, permanent wells, and associated protective zones.
• Roads not dedicated to the public must be clearly marked.
• A reference to any covenants, conditions and restrictions.
• The statement required under RCW 58.17.040 (7)(e).
• Dedication and declaration signature block.
• Acknowledgement blocks.
• Surveyor’s certificate, signature block and seal.
• County engineer’s certificate.
• Director of planning and development services certificate.
• County health and human services department certificate.
• County treasurer’s certificate.
• County auditor’s certificate.
• Land surveyor notes.
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Stormwater Requirements in Whacona County
**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>
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<tbody>
<tr>
<td>Originator: G. Stoyka</td>
<td>GSS</td>
<td>8/22/16</td>
<td></td>
<td>9/13/16</td>
<td>Natural Resources/Council</td>
</tr>
<tr>
<td>Division Head: G. Stoyka</td>
<td>GSS</td>
<td>8/22/16</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Dept. Head: J. Hutchings</td>
<td></td>
<td></td>
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<tr>
<td>Prosecutor: D. Gibson</td>
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<tr>
<td>Purchasing/Budget: B. Bennett</td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Executive: J. Love</td>
<td></td>
<td></td>
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</tbody>
</table>

**RECEIVED**
SEP 06 2016
WHATCOM COUNTY COUNCIL

**TITLE OF DOCUMENT:**
Interlocal Agreement Between Lummi Nation, Nooksack Indian Tribe, Washington State Department of Fish & Wildlife, and the Cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas and Public Utility District No. 1 of Whatcom County regarding coordinated water and natural resources management.

**ATTACHMENTS:**
- Memo
- Interlocal Agreement

**SEPA review required?** ( ) Yes ( X ) NO
**SEPA review completed?** ( ) Yes ( ) NO
**Should Clerk schedule a hearing?** ( ) Yes ( X ) NO
**Requested Date:**

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

Interlocal Agreement Between Lummi Nation, Nooksack Indian Tribe, Washington State Department of Fish & Wildlife, and the Cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas and Public Utility District No. 1 of Whatcom County regarding coordinated water and natural resources management.

**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)
Enclosed is an Interlocal Agreement between Whatcom County and Lummi Nation, Nooksack Indian Tribe, Public Utility District No. 1 of Whatcom County, the Washington Department of Fish & Wildlife, and the cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas, establishing a framework to coordinate water and natural resources management for your review and signature.

**Background and Purpose**

In 1999, under a Memorandum of Agreement and acting as the Initiating Governments under RCW 90.82 and consistent with RCW 39.32 Interlocal Cooperation Act, the City of Bellingham, Whatcom County, and Public Utility District No. 1 of Whatcom County (PUD No. 1) entered into an Interlocal Agreement with the Lummi Nation and Nooksack Indian Tribe establishing themselves as the "WRIA 1 Watershed Management Project Administrative Decision Makers" and designating it as the "Watershed Management Project Joint Board" for purposes of the WRIA 1 planning process. In 2004, the Lummi Nation, Nooksack Indian Tribe, and Washington State Department of Fish and Wildlife as the fishery co-managers and Whatcom County and the cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas as land use managers entered into an Interlocal Agreement denominating themselves as the WRIA 1 Salmon Recovery Board and pursuant to RCW 77.85.050 designated such Board as the salmon recovery lead entity for WRIA 1 to ensure cooperative and proactive implementation of a jointly developed and adopted Chinook Recovery Plan. In 2011, the Puget Sound Partnership’s Leadership Council designated the WRIA 1 integrated implementation structure under the WRIA 1 Joint Board and WRIA 1 Salmon Recovery Board as the local integrating organization for the Whatcom Action Area, and the two WRIA 1 Boards prepared a signature document accepting the designation as the WRIA 1 Policy Boards.

Parties to the 1999 Interlocal Agreement and the 2004 Interlocal Agreement are willing and desire to terminate their previous agreement establishing themselves as the Watershed Management Project Joint Board and the WRIA 1 Salmon Recovery Board and combine the duties and functions of their roles under the 1999 Interlocal Agreement with the roles and functions of the WRIA 1 Salmon Recovery Board under a new comprehensive Interlocal Agreement and establish this combined board as the salmon recovery lead entity and local integrating organization.

**Funding Amount and Source**

This agreement does not require the expenditure of any funds. Parties to the agreement plan to develop a funding strategy for joint activities following the establishment of the new board.

Please contact Gary Stoyka at extension 6218 if you have any questions or concerns regarding the terms of this agreement.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works</th>
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<tbody>
<tr>
<td>Program/Project: (i.e. Dept. Division and Project)</td>
<td>Natural Resources</td>
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<tr>
<td>Contract or Grant Administrator:</td>
<td>Gary Stoyka</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Various</td>
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</tbody>
</table>

#### Is this a New Contract? 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: N/A

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

If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

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

#### Contract Amount:

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

$ 0

This Amendment Amount:

$ ______________________

Total Amended Amount:

$ 0

#### Summary of Scope:

This is an Interlocal agreement between 12 government entities concerning the function of the WRIA 1 Watershed Management Project Joint Board and the Salmon Recovery Board. This agreement requires no expenditure of funds with any entity.

#### Term of Contract:

Expiration Date: Ongoing

#### Contract Routing:

1. Prepared by: G Stoyka Date: 8/15/16
2. Attorney signoff: D Gibson via email Date: 8/16/16
3. AS Finance reviewed: Date:
4. IT reviewed (if IT related): Date:
5. Contractor signed: Date:
6. Submitted to Exec.: Date: 8/31/16
7. Council approved (if necessary): Date:
8. Executive signed: Date:
9. Original to Council: Date:

Last edited 10/01/15
INTERLOCAL AGREEMENT
BETWEEN
LUMMI NATION, NOOKSACK INDIAN TRIBE, WASHINGTON STATE DEPARTMENT OF FISH AND
WILDLIFE, WHATCOM COUNTY, AND THE CITIES OF BELLINGHAM, BLAINE, EVERSON,
FERNDALE, LYNDEN, NOOKSACK, AND SUMAS,
AND PUBLIC UTILITY DISTRICT NO.1 OF WHATCOM COUNTY

WHEREAS, effective natural resource management requires a collaborative and coordinated
framework for advancing a shared vision that integrates the full range of existing and future natural
resource management efforts across jurisdictions in Water Resources Inventory Area (WRIA) 1; and

WHEREAS, long-term environmental, land use, fisheries and water resource management
practices have contributed to the decline of salmonid species, including native Nooksack Chinook
populations included in the Puget Sound Chinook Evolutionarily Significant Unit listed as Threatened
under the Endangered Species Act (ESA); WRIA 1 Bull Trout that are components of the Puget Sound
and Coastal Bull Trout Distinct Population Segment (DPS) listed as Threatened under ESA; and WRIA 1
steelhead that are components of the Puget Sound Steelhead DPS listed as Threatened under ESA; and
other salmonid and shellfish resources; and

WHEREAS, a goal of the Watershed Management Project is 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 other salmonid and shellfish populations to healthy and harvestable levels and
improvement of habitats on which fish rely; and

WHEREAS, another goal of the Watershed Management Project is to ensure that the water
resources in WRIA 1 are managed to balance the competing water resource demands for the WRIA in a
manner that combines and coordinates data collection efforts, is consistent with ESA recovery actions,
ensures that the water quality standards for the designated uses of each water body are achieved,
provides economic and environmental certainty for stakeholders and communities, and does not conflict
with other existing local agreements, state statutes, federal laws, tribal laws, or tribal treaty rights; and

WHEREAS, in 1999 under a Memorandum of Agreement and acting as the Initiating
Governments under RCW 90.82 and consistent with RCW 39.32 Interlocal Cooperation Act, the City of
Bellingham, Whatcom County, and Public Utility District No. 1 of Whatcom County (PUD No. 1) entered
into an Interlocal Agreement with the Lummi Nation and Nooksack Indian Tribe establishing themselves
as the “WRIA 1 Watershed Management Project Administrative Decision Makers” and designating it as
the “Watershed Management Project Joint Board” for purposes of the WRIA 1 planning process; and

WHEREAS, in 2005 the WRIA 1 Watershed Management Plan-Phase 1 was completed and
approved by the WRIA 1 Planning Unit and the councils and commissions of the local and tribal
governments in WRIA 1; and

WHEREAS, in 2004 the Lummi Nation, Nooksack Indian Tribe, and Washington State
Department of Fish and Wildlife as the fishery co-managers and Whatcom County and the cities of
Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas as land use managers entered
into an Interlocal Agreement denoting themselves as the WRIA 1 Salmon Recovery Board and
pursuant to RCW 77.85.050 designated such Board as the salmon recovery lead entity for WRIA 1 to
ensure cooperative and proactive implementation of a jointly developed and adopted Chinook Recovery
Plan; and

WHEREAS, in 2005 the WRIA 1 Salmonid Recovery Plan was adopted by the WRIA 1 Salmon
Recovery Board and was submitted to and included in the Shared Strategy Recovery Plan for the Puget
Sound Chinook ESU, which was subsequently adopted with an additional supplement by the National
Marine Fisheries Service as the official recovery plan for the listed Chinook under the Endangered
Species Act section 4(f); and

WHEREAS, in 2011 the Puget Sound Partnership’s Leadership Council designated the WRIA 1
integrated implementation structure under the WRIA 1 Joint Board and WRIA 1 Salmon Recovery Board
as the local integrating organization for the Whatcom Action Area, and the two WRIA 1 Boards prepared
a signature document accepting the designation as the WRIA 1 Policy Boards; and

WHEREAS, parties to the 1999 Interlocal Agreement are willing and desire to terminate their
previous agreement establishing themselves as the Watershed Management Project Joint Board and
combine the duties and functions of their roles under the 1999 Interlocal Agreement with the roles and
functions of the WRIA 1 Salmon Recovery Board under a new comprehensive Interlocal Agreement; and

WHEREAS, parties to the 2004 Interlocal Agreement are willing and desire to terminate their
previous agreement establishing themselves as the WRIA 1 Salmon Recovery Board and combine the
duties and functions of their roles under the 2004 Interlocal Agreement with the roles and functions of the
Salmon Recovery Board and establish this combined board as the salmon recovery lead entity and local
integrating organization; and

WHEREAS, the dissolution of the WRIA 1 Joint Board is consistent with formalizing advancement
of the integrated implementation structure that has been progressing in increments since 2007, retains a
collaborative multi-jurisdictional decision-making process for tribal participation, increases efficiency of
operations, and retains the integrated implementation structure in place in 2011 under which the Local
Integrating Organization was established.

NOW, THEREFORE, BE IT AGREED by the parties hereto, namely the Lummi Nation, Nooksack
Indian Tribe, Washington State Department of Fish and Wildlife, Whatcom County and the cities of
Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack, and Sumas, and the PUD No. 1 that:

**WRIA 1 Watershed Management Board.** There is hereby established the WRIA 1 Watershed
Management Board, hereafter referred to as the Board, consisting of one representative from each of the
parties to this agreement.

The primary functions of the Board are to

1) Facilitate implementation and adaptive management of the *WRIA 1 Watershed Management Plan-Phase 1* as currently constituted or subsequently amended;

2) Coordinate the implementation and adaptive management of the *WRIA 1 Salmonid Recovery Plan* and associated implementation documents, serve as the Lead Entity for
WRIA 1, coordinate participation in Puget Sound salmon recovery efforts, and coordinate
the development, implementation and adaptive management of WRIA 1 watershed chapters of recovery plans for ESA listed salmonids and other salmonid species as warranted;

3) Coordinate planning, implementation, monitoring and adaptive management of ecosystem recovery actions in WRIA 1 consistent with agreed local goals and objectives, and serve as the WRIA 1 Local Integrating Organization and a partner in the Puget Sound Partnership in representing WRIA 1 goals and priorities; and

4) Other related activities as agreed to by the Board.

The Board defined herein is established solely for cooperative efforts within WRIA 1 and its creation does not change the rights, authority, or responsibility for any resource management issue of any of the participants.

It is recognized that state and federal agencies represent technical, legal, and financial resources needed for the long-term success of the Board. Proactive engagement of and participation by state and federal agencies may be accomplished through the Board and through the caucuses described herein, whenever possible and appropriate.

**Fishery Co-Managers Caucus.** Parties to this agreement that are members of the Fishery Co-Managers caucus include the Lummi Nation, Nooksack Indian Tribe, and Washington State Department of Fish and Wildlife (WDFW). The Fishery Co-Managers caucus will designate a representative to serve as a co-chair of the Board and must represent the caucus position on matters before the Board. The Fishery Co-Managers caucus will determine its own operating procedures.

**Local Government Caucus.** Parties to this agreement that are members of the Local Government caucus include Whatcom County and the cities of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack and Sumas. The PUD No. 1, as an initiating Government for Watershed Planning and a signatory to this Agreement is a member of the Local Government caucus for purposes of decision-making. For matters pertaining to all projects or programs within or otherwise affecting any portion of WRIA 1 located within Skagit County, a representative delegated by the Skagit County Board of Commissioners may be invited to participate in the Local Government Caucus during its deliberation and formulation of a position for the topic under discussion. The Local Government caucus will designate a representative to serve as a co-chair of the Board and must represent the caucus position on matters before the Board. The Local Government caucus will determine its own operating procedures.

**Discussions, Decision-Making and other Actions by the Board.**

The process of the WRIA 1 Watershed Management Board is supported by designated teams and work groups as described in Exhibit A. The structure and decision-making process for the Board is described below.

1. All members of the Board and their staff may speak during agenda matters being discussed by the Board representatives. Individuals other than Board members attending a meeting of the Board may participate in agenda discussions only if the Board determines the matter is open to direct participation by others.
2. Affirmative action or decision by the Board requires a consensus of all parties attending or the agreement of both caucus representatives.

In addition to actions by the caucuses, the Board may form advisory work groups to support the efforts of the Board and to assist in resolving difficult issues of science and fact.

The actions of the Board are not binding on the respective legislative bodies until approved by those bodies. It is understood and agreed that discussions and actions by the Board are to be conducted and carried out in good faith between the parties to this agreement.

**Guiding Principles.**

1. Each participant on the Board understands that this collaborative effort is not intended to diminish, expand or define the rights of any participant.

2. The relationship between federal, tribal, and state resource managers is complex. So too is the relationship between Indian treaty rights and the state and federal laws designed to protect and recover salmon. The exact parameters of these relationships have not been clearly defined in all instances. Notwithstanding these areas of uncertainty, participating tribes, the state, the federal agencies, and local governments in WRIA 1 are committed to working together to protect and restore ecosystem functions supporting sustainably harvestable salmon runs and clean water sufficient for the salmon shellfish, and community needs.

3. All parties, reserve the right to seek different or additional measures viewed as necessary to carry out treaty rights and/or ensure compliance with other local, state, or federal laws.

4. Support a way of life in Whatcom County that meets the vision of residents and their leaders.

**Budgetary and Financial Authority.** The Board does not have authority to receive, budget, or expend funds, or to hire staff or acquire assets. All actions of the Board are to be implemented through the individual parties to this agreement. The Board may designate a party to this agreement to act on its behalf as a fiscal agent for the management and execution of grants authorized and approved by the Board. A fiscal agent shall carry out administrative and fiscal duties authorized by the Board or a designated group of key staff. Parties implementing grants on behalf of the Board shall be responsible for reporting the outcomes of such grants to the Board.

**Meetings and Record Keeping.** All meetings of the Board are open to members of the public unless the Board determines the discussion of an agenda item is confidential in nature and can be discussed in closed session in compliance with RCW 42.30 Open Public Meetings Act by affected parties to this agreement.

Summary minutes, including the topics discussed, general nature of the discussion, and action items adopted by the Board will be prepared, approved by the Board, and distributed to each party to this agreement for purposes of their administrative record and other applicable legislative and/or legal requirements.
Term. This agreement shall commence on ________________ and shall continue indefinitely until cancelled by agreement of the two caucuses or due to a majority of a caucus membership terminating participation described below.

Termination. A party may terminate its participation in and under this agreement thirty days after providing written notice to the other parties of its intent to do so, subject to satisfaction of all obligations supported by and entered into on behalf of the Board.

The Lead Entity and its authority described herein shall survive termination of participation by any party to this agreement. However, should a majority of the herein-named members of either the Fishery Co-Manager Caucus or the Local Government Caucus terminate participation, then this agreement shall become null and void for all remaining parties upon satisfaction of all obligations of individual parties supported by and entered into on behalf of the Board.

Relationship of the Parties. The parties hereto agree that each is an independent entity operating pursuant to the terms and conditions of this agreement. No agent, employee, or representative of any party shall be deemed to be an agent, employee, or representative of any other party for any purpose. Each party shall be solely and entirely responsible for the acts of its agents and employees during the term of this agreement.

Indemnification. Pertaining to those matters jointly undertaken by the parties to this agreement, each party, as an indemnitor, agrees to protect, defend, hold harmless, and indemnify each other party from and against all claims, suits, and actions arising from the intentional, reckless, or negligent acts or omissions of such indemnitor and its agents or employees during the term of this agreement.

Modifications. No changes or modifications of this agreement shall be valid or binding upon any party to this agreement unless such changes or modifications are in writing and are executed by all parties.

Filing of Agreement. Notwithstanding any provision to the contrary, this agreement and any modification thereof shall not be effective until a copy hereof is filed with the appropriate person within each entity, including compliance with RCW 39.34.040 by affected parties to this agreement, PROVIDED that any delay in effecting compliance with this section shall not affect the stated term thereof.

Form of Execution. This agreement may be executed in multiple counterparts.
IN WITNESS WHEREOF, the parties hereto have executed this agreement this ________ day
of ____________, 2016.

LUMMI NATION
SIGNATURE, AUTHORIZED OFFICIAL

________________________________________
DATE

STATE OF WASHINGTON  )
COUNTY OF WHATCOM    ) ss

On this ______day of ____________, 2016, before me personally appeared _______________________,
to me known to be the ____________ of Lummi Nation, 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 _____________________
IN WITNESS WHEREOF, the parties hereto have executed this agreement this _________ day
of ____________, 2016.

NOOKSACK TRIBE
SIGNATURE, AUTHORIZED OFFICIAL

______________________________
DATE

STATE OF WASHINGTON  )
) ss
COUNTY OF WHATCOM  )

On this ______ day of ____________, 2016, before me personally appeared _____________________
to me known to be the _________________ of Nooksack Tribe, 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 ________________
IN WITNESS WHEREOF, the parties hereto have executed this agreement this ________ day of ____________, 2016.

WASHINGTON STATE
DEPARTMENT OF FISH AND WILDLIFE
SIGNATURE, AUTHORIZED OFFICIAL

_____________________________ DATE
ROBERT EVERITT
REGIONAL DIRECTOR

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM 

On this ______day of ____________, 2016, before me personally appeared ____________________
to me known to be the _________________ of Washington Department of Fish and Wildlife, 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 __________________
IN WITNESS WHEREOF, the parties hereto have executed this agreement this _________ day of ____________, 2016.

WHATCOM COUNTY
SIGNATURE, AUTHORIZED OFFICIAL

________________________________________ DATE
JACK LOUWS
COUNTY EXECUTIVE

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM )

On this _______ day of __________, 2016, before me personally appeared ____________________________ to me known to be the _______________ of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

__________________________
NOTARY PUBLIC in and for the State of Washington residing at ____________________________
My commission expires ______________________

APPROVED AS TO FORM ONLY:

Daniel L. Gibson 08/31/16
DANIEL L. GIBSON DATE
WHATCOM COUNTY
SENIOR CIVIL DEPUTY PROSECUTING ATTORNEY
IN WITNESS WHEREOF, the parties hereto have executed this agreement this _________ day of ______________, 2016.

CITY OF BELLINGHAM
SIGNATURE, AUTHORIZED OFFICIAL


______________________________  DATE
KELLI LINVILLE
MAYOR

STATE OF WASHINGTON          )
                            ) ss
COUNTY OF WHATCOM           )

On this _______ day of __________, 2016, before me personally appeared ____________________________
to me known to be the ___________ of City of Bellingham, who executed the above instrument and
who acknowledged to me the act of signing and sealing thereof.


______________________________
NOTARY PUBLIC in and for the State of Washington
residing at __________________________
My commission expires __________________

APPROVED AS TO FORM ONLY:


______________________________
OFFICE OF THE CITY ATTORNEY  DATE
IN WITNESS WHEREOF, the parties hereto have executed this agreement this _________ day of ____________, 2016.

CITY OF BLAINE
SIGNATURE, AUTHORIZED OFFICIAL

HARRY ROBINSON DATE
MAYOR

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM )

On this ______ day of ____________, 2016, before me personally appeared ____________________________
to me known to be the _______________ of City of Blaine, 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 ____________________
IN WITNESS WHEREOF, the parties hereto have executed this agreement this ________ day of ____________, 2016.

CITY OF EVERSON
SIGNATURE, AUTHORIZED OFFICIAL

JOHN PERRY DATE
MAYOR

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM )

On this _____ day of ____________, 2016, before me personally appeared ______________________
to me known to be the ______________ of City of Everson, 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 ____________________
IN WITNESS WHEREOF, the parties hereto have executed this agreement this ________ day of ____________, 2016.

CITY OF FERNDALE
SIGNATURE, AUTHORIZED OFFICIAL

___________________________      DATE
JON MUTCHLER
MAYOR

STATE OF WASHINGTON     )
) ss
COUNTY OF WHATCOM      )

On this ______ day of ____________, 2016, before me personally appeared ________________________
to me known to be the _______________ of City of Ferndale, 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 __________________
IN WITNESS WHEREOF, the parties hereto have executed this agreement this _______ day of ___________, 2016.

CITY OF LYNDEN
SIGNATURE, AUTHORIZED OFFICIAL

SCOTT KORTHUIS DATE
MAYOR

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM )

On this _______ day of ___________, 2016, before me personally appeared __________________________
to me known to be the _______________ of City of Lynden, 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 __________________________
IN WITNESS WHEREOF, the parties hereto have executed this agreement this __________ day of __________, 2016.

CITY OF NOOKSACK
SIGNATURE, AUTHORIZED OFFICIAL

JAMES S. ACKERMAN
DATE
MAYOR

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

On this __________ day of __________, 2016, before me personally appeared __________________ to me known to be the ____________ of City of Nooksack, 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 ______________________
IN WITNESS WHEREOF, the parties hereto have executed this agreement this _________ day of ____________, 2016.

CITY OF SUMAS
SIGNATURE, AUTHORIZED OFFICIAL

__________________________    DATE
ROBERT BROMLEY
MAYOR

STATE OF WASHINGTON  )
 ) ss
COUNTY OF WHATCOM  )

On this ______ day of ____________, 2016, before me personally appeared __________________________
to me known to be the _____________ of City of Sumas, 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 __________________
IN WITNESS WHEREOF, the parties hereto have executed this agreement this ________ day of __________, 2016.

PUBLIC UTILITY DISTRICT NO. 1 OF WHATCOM COUNTY
SIGNATURE, AUTHORIZED OFFICIAL

______________________________
DATE

STATE OF WASHINGTON  )
                       ) ss
COUNTY OF WHATCOM    )

On this _____ day of __________, 2016, before me personally appeared __________________________ to me known to be the ________________ of Public Utility District No. 1 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 ___________________
**Exhibit A**

**Governance Structure:** The governance structure for integrated WRIA 1 programming and the composition and role of each organizational level are described below and appear as a diagram in Attachment A.

**WRIA 1 Watershed Management Board:** The composition of the WRIA 1 Watershed Management Board is established by Interlocal Agreement.

The WRIA 1 Watershed Management Board’s role in the integrated governance structure is to represent signatory government’s legislative bodies in questions of high-level WRIA 1 programming. The WRIA 1 Watershed Management Board discusses watershed, salmon, and ecosystem program topics. Endorsements of programs/actions are forwarded from the WRIA 1 Watershed Management Board to the various Legislative Bodies as applicable. Policy representatives of federal, state, and regional agencies and/or programs are intended to interact primarily at the WRIA 1 Watershed Management Board level. Opportunities for Public Comment are provided on agendas of the WRIA 1 Watershed Management Board.

**WRIA 1 Management Team:** The WRIA 1 Management Team consists of management and policy level staff members representing the WRIA 1 Watershed Management Board signatories. The purpose of the Management Team is to engage in contextual discussions providing the framework for program integration and coordination, administer the program policies of the WRIA 1 Watershed Management Board, provide direction to Work Groups, and make recommendations on program policies to the WRIA 1 Watershed Management Board. Opportunities for Public Comment are provided on agendas of the WRIA 1 Management Team.

**Watershed, Salmon, and LIO Work Groups:** The Watershed, Salmon, and LIO Work Groups implement actions, programs, projects, and tasks identified by the WRIA 1 Watershed Management Board and/or WRIA 1 Management Team. The Watershed Work Group is composed of staff of Whatcom County, City of Bellingham, Nooksack Indian Tribe, Lummi Nation, PUD No. 1, and the Washington Department of Ecology. The composition of the Salmon Work Group includes staff of the Lummi Nation, Nooksack Indian Tribe, WDFW, Whatcom County, City of Bellingham, U.S. Forest Service, Whatcom Conservation District, Whatcom Land Trust, and Nooksack Salmon Enhancement Association. The Salmon Work Group works with the Combined Review Team, which is a combined citizen/community and technical team consistent with RCW 77.85, whose representation may change annually. The composition of the LIO Work Group includes staff from the Watershed and Salmon Work Groups with the addition of a representative of the small cities and the Whatcom County Marine Resources Committee (MRC) coordinator.

**Ad Hoc Work Groups:** Work Groups may be established by the Board for topic or program specific purposes with the composition determined in part by the topic or program they are formed to address. The Work Groups are intended to provide significant opportunity for involving private citizens and other community stakeholders in the local implementation process. Work Groups make recommendations to the WRIA 1 Management Team.
Exhibit A

Planning Unit/County Advisory Committee(s)

State and Federal Agencies’ Engagement

WRIA 1 Watershed Management Board

WRIA 1 Management Team

Ad Hoc Work Groups
LIO Work Group
Salmon Work Group
Watershed Work Group

* Councils of Bellingham, Blaine, Everson, Ferndale, Lynden, Nooksack Sumas, and Whatcom County.
* Tribal councils of the Lummi Nation and the Nooksack Tribe.
* Commission for PUD No. 1
* WDFW decision structure.
* Nooksack Indian Tribe Representative
* Lummi Nation Representative
* WDFW Regional Director
* Whatcom County Executive
* Mayors of all Municipalities
* Public Utility District Manager
* Designated Representative of the WRIA 1 Watershed Management Board including: Nooksack Indian Tribe, Lummi Nation, WDFW, Whatcom County, City of Bellingham, Small Cities Representative, PUD No. 1

Constituents represented by each of the Councils and Commissions.

Constituents represented by each of the members on the WRIA 1 Watershed Management Board.
Board entity communications with other organizations as part of ongoing programs (e.g., USFWS, USFS)
Public Comment is included on WRIA 1 Watershed Management Board meeting agendas.

Salmon Work Group Members include staff of Nooksack Indian Tribe, Lummi Nation, WDFW, USFS, Whatcom County, Bellingham, WCD, Whatcom Land Trust, and NSEA. Combined Review Team associated with Salmon Work Group has additional representation that changes annually but typically includes FCEQAC, Small Cities, Nooksack Forks Community Member, WSU/Sea Grant, WWU, and DNR among others.

Watershed Work Group Members include staff of Nooksack Indian Tribe, Lummi Nation, Whatcom County, Bellingham, PUD No. 1, Department of Ecology.

LIO Work Group composition is primarily Salmon Work Group and Watershed Work Group plus Small Cities Representative and MRC Coordinator.

Ad Hoc Work Group composition is based on topic and purpose of work.
**TITLE OF DOCUMENT:** Whatcom County, WA 2016 Compensation Study

**ATTACHMENTS:** Whatcom County, WA 2016 Compensation Study
Memo from Nan Kallunki, HR Associate Manager to Jack Louws, County Executive

---

**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.)

In February of 2016 Whatcom County contracted with Gallagher Benefit Services to perform a comprehensive market analysis to determine the competitiveness of the County’s pay structure and related pay practices for unrepresented employees. The study is complete and Bruce Lawson, Managing Director, will present the final 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](http://www.co.whatcom.wa.us/council).
MEMO TO: Jack Louws, County Executive

FROM: Nan Kallunki, HR Associate Manager

DATE: August 11, 2016

SUBJECT: Unrepresented Employees Compensation Study

Arthur J. Gallagher & Company completed its compensation study of Whatcom County’s unrepresented positions. Below is a brief summary of the study highlights, key findings, and recommendations.

SURVEY HIGHLIGHTS

• Whatcom County has a total of 40 pay ranges and 93 position titles grouped in Executive, Management, Professional and Support classifications.

• The Sheriff’s Office management staff was not included in this study. These salaries are based on parity with the Deputy Sheriff’s Guild.

• The County selected 53 positions to “benchmark.” These positions were compared with like positions in the comparable labor market. Jobs were evaluated and matched based on job content, not job title.

• A custom survey was sent to seven counties and seven cities recommended by the consultant and approved by the County that were deemed comparable labor markets.

• The matches made to the comparable organizations were generally strong for the selected benchmark positions; making the quality of the data statistically relevant.

• The data was normalized to the Bellingham geographic labor market by applying geographic cost of labor differentials.

KEY FINDINGS

• There were no systemic competitive issues with the current compensation structure; it is fundamentally close to where it should be in comparison to the market data collected.

• Whatcom County utilizes a “traditional” structure for compensation. Traditional structures typically have numerous pay grades and pay ranges. The range between the first and last steps of a pay range is usually between 30% and 50% and the percentage increase between steps is typically between 2% and 5%. The difference between pay grades (midpoint differential) is generally between 10% and 15%.
The County’s range spread is generally 40%; however it can vary from 31% to 43%.

The midpoint differentials in the County’s salary matrix are generally 4%; however it varies from 4% to 7%. (This may have happened over time when ranges were changed on an isolated basis to address particular situations.)

In looking at comparability, the survey refers to compensation at “market midpoint.” This is the closest estimation of full competence and average market value for a particular classification; employees should typically have the skills and experience to be competent and functional at this point. The time required to reach pay range midpoint is usually between seven to ten years.

A variance of plus or minus 5% of the market midpoint is considered highly competitive. Plus or minus 10% is competitive; plus or minus 10% to 15% indicates a possible misalignment, and more than 15% is a significant misalignment.

The consultant concluded that the County is “highly competitive” (+/- 5%) in the Executive and Support classifications with the labor market and “well-aligned” (+/- 10%) in the Management and Professional classifications. This means Whatcom County compensates its employees as well or better than like entities.

Three benchmark positions in the Management classification were greater than 16% of market midpoints; no position in any classification was below 7.7% at survey midpoint.

Below is a summary of how the aggregate benchmarked positions compared with the labor market at the starting, midpoint, and maximum wage rates.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Minimum</th>
<th>Midpoint</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive</td>
<td>2.3%</td>
<td>3.8%</td>
<td>4.8%</td>
</tr>
<tr>
<td>Management</td>
<td>0.2%</td>
<td>1.6%</td>
<td>5.1%</td>
</tr>
<tr>
<td>Professional</td>
<td>3.2%</td>
<td>0.7%</td>
<td>4.2%</td>
</tr>
<tr>
<td>Support</td>
<td>-6.3%</td>
<td>0.6%</td>
<td>6.6%</td>
</tr>
</tbody>
</table>

The consultant looked at the private sector labor market using data derived from published surveys. This information was not included in the final report because there was no way to align the value of holidays, vacation and sick leave accruals, job stability, pension contributions, or the health and welfare benefits associated with public sector employment with the private sector.

Recommendation
There is no immediate need to recommend salary adjustments at this time.

Future improvements to the salary structure recommended by the consultant should be studied to ensure the appropriate number of classifications with consistent and appropriate differentials between ranges and range spread. Reducing the number of grades and increasing the differential between grades could minimize the need to reclassify positions and resolve compression issues.
2016 Compensation Study
Whatcom County, WA
Conclusions and Next Steps

Benefits Assessment

Salary Structure Recommendations

- Overall Assessment
- Support
- Professional
- Management
- Executive

Study Results (Separated by Job Group)

- Analysis Approach
- Methodology
- Project History and Goals

Outline
Background & Methodology
Cover

For all benchmark positions, detailed market pricing worksheets for all benchmark positions have been provided under a separate file called "Benchmark Data." Gaither has prepared market analysis summaries to represent the market median (50th percentile) of the defined labor markets.

Prepare a written report of our findings, comparisons, and recommendations.

Recommend possible modifications to current the County's salary ranges.

Analyze all compensation data and provide comparisons to the County's formal salary structures.

Conduct additional market pricing to provide a representation of the private sector labor market (Executive, Management, Professional, and Support). Conduct a custom salary survey for 52 benchmark positions across the County's four job classification groups.

Specific objectives of the study were:

- Comprehensive market analysis to determine the competitiveness of the County's pay structure and related pay practices.
- In February of 2016, a comprehensive study was performed.

Purpose of the 2016 Compensation Study

Compensation Study Background
This is a standard reference used by compensation professionals.

Geographic differential figures are obtained by referencing the Economic Research Institute's Geographic Differential Labor Report. Labor differentials to all market salary data. This process normalizes the data to the Bellagiohnm Geographic Labor market. Because Geographic markets have different labor and economic conditions that affect labor rates, we have applied Geographic cost of

Geographic Adjustments

not job title.

duties/responsibilities are similar. This means that the job matches utilized for this study were made on the basis of job content -

professional compensation association (for job matching, which states that a job should be matched if 70% of the job

competitiveness of an organization's compensation system. Gallaher follows the guidelines established by Workforce (the

Market pricing is a method of collecting relevant market salary data on a specific position (i.e., benchmark) in order to determine the

supplemental, market pricing. For each of the 53 benchmark jobs to determine market competitive rates.

In order to provide a comprehensive view of the competitive labor market, we conducted both a custom salary survey and

Data Collection

Methodology
Selected Comparator Organizations

Compensation Study Background

major functions and levels of the County.

Gallagher collected compensation data from the following organizations for a total of 53 benchmark positions that represent all

1. City of Renton
2. City of Federal Way
3. City of Auburn
4. Benton County
5. City of Kirkland
6. Thurston County
7. City of Yakima
8. Snohomish County
9. Cowichan County
10. City of Bellingham
11. Yakima County
12. Skagit County
13. City of Richland
14. Kittitas County
Pricing worksheets (separate attachment)

In the past, all of the published sources cited are approved by our firm as reputable and have been noted in the detailed market not believe that a survey meets our criteria, we do not use it. We have a library of approved published sources that we have utilized. They follow sound compensation principles and practices. These processes assure that the data they report are reliable. If we do not publish our own, we review the data to ensure that they clean and validate their data, their statistical analysis procedures and their process for reporting the data to ensure that the data is accurate.

Salaried Utilizes only published surveys from reputable firms. We research and examine each publisher's data collection methods, salary survey databases.

that exhibit a skewing effect on the overall data. Once all of the salary data were collected and reviewed, statistical tests were conducted to identify and exclude any data points that were not representative of the overall.

Workday Salary Budget Survey

The forecasted salary increase for the appropriate time period. The forecasted increase figures were obtained from the annual forecast. After the effective date of the survey is determined, subtracted from the effective date chosen, then multiplied by the survey needs to be aged, the effective date of the survey is obtained, subtracted from the effective date chosen, then multiplied by the percentage of the salary increase.

To determine the percentage of the survey data to a single effective date. The effective date of June 1, 2016 was chosen to coincide with the completion of this study. To determine the overall efficiency, because salary survey data were used to supplement the overall analysis, it was necessary to age all survey data to a single effective date.

Data Ageing

Methodology
FOR-PROFIT CURS: Services, C2,000; West Coast; Pacific Northwest

This study we generally utilized the primary scope below:

- For-profit firms services, C2,000; West Coast; Pacific Northwest

Survey very due to the availability of reported data, we are usually able to provide consistent cuts for the majority of positions. For each benchmark to most closely resemble the operational characteristics of an organization, while the available scope within each published salary survey provides a variety of scopes, or cuts – for each benchmark position that allow us to tailor the analysis of

Data Sources

- Mercer: Finance, Legal and Accounting, Human Resources, Metro Benchmark, etc.
- Towers Watson: Business Support, Professional Administration, Professional Specialized, Middle Management, etc.

Positions

These sources provide a comprehensive view of both public and private sector employers for a variety of positions. As described in the salary survey databases section of this report, two published salary surveys were selected for inclusion in this study.

Salary Survey List

Methodology
The following tables outline the benchmark by job group and notes the data quality for each.

<table>
<thead>
<tr>
<th>Group</th>
<th>Data Quality</th>
<th>Benchmark</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support</td>
<td>4% Low Quality (insufficient market data)</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>11% Moderate Quality (defined as having 3 or more custom market matches and published data)</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>85% Good Quality (defined as having 5 or more strong market matches)</td>
<td>-</td>
</tr>
</tbody>
</table>

Benchmark positions, the quality of these data varied as noted below:

This study included a total of fifty-three (53) benchmark jobs across four job groups. While some data were collected for all benchmark jobs, they were collected for all.

**Methodology**
<table>
<thead>
<tr>
<th>No</th>
<th>Group</th>
<th>Benchmark</th>
<th>Management Benchmarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td></td>
<td>Management Clerk of the Council</td>
<td>Good</td>
</tr>
<tr>
<td>25</td>
<td></td>
<td>Management Coordination Manager</td>
<td>Good</td>
</tr>
<tr>
<td>24</td>
<td></td>
<td>Management Coordination Manager</td>
<td>Good</td>
</tr>
<tr>
<td>23</td>
<td></td>
<td>Production Manager</td>
<td>Good</td>
</tr>
<tr>
<td>22</td>
<td></td>
<td>Production Manager</td>
<td>Good</td>
</tr>
<tr>
<td>21</td>
<td></td>
<td>Associate Manager (Information Services)</td>
<td>Good</td>
</tr>
<tr>
<td>20</td>
<td></td>
<td>Associate Manager (Human Resources)</td>
<td>Good</td>
</tr>
<tr>
<td>19</td>
<td></td>
<td>Associate Manager (Human Resources)</td>
<td>Good</td>
</tr>
<tr>
<td>18</td>
<td></td>
<td>Chief Deputy (Human Resources)</td>
<td>Good</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>Chief Deputy (Human Resources)</td>
<td>Good</td>
</tr>
<tr>
<td>16</td>
<td></td>
<td>Supervisor, Administration</td>
<td>Good</td>
</tr>
<tr>
<td>15</td>
<td></td>
<td>Supervisor, Administration</td>
<td>Good</td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>Supervisor, Administration</td>
<td>Good</td>
</tr>
<tr>
<td>13</td>
<td></td>
<td>Supervisor, Administration</td>
<td>Good</td>
</tr>
<tr>
<td>12</td>
<td></td>
<td>Human Services Manager</td>
<td>Good</td>
</tr>
<tr>
<td>11</td>
<td></td>
<td>Human Services Manager</td>
<td>Good</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>Human Services Manager</td>
<td>Good</td>
</tr>
<tr>
<td>9</td>
<td></td>
<td>Human Services Manager</td>
<td>Good</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>Facility Manager</td>
<td>Good</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>Assistant Director - Public Works</td>
<td>Good</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Director, Facilities</td>
<td>Good</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Director, Facilities</td>
<td>Good</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>Director, Facilities</td>
<td>Good</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>Director, Facilities</td>
<td>Good</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Director, Facilities</td>
<td>Good</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>Director, Facilities</td>
<td>Good</td>
</tr>
</tbody>
</table>

**Methodology**

**Professional Benchmarks**

- Good
- Moderate

**Data Quality**

<table>
<thead>
<tr>
<th>No</th>
<th>Group</th>
<th>Benchmark</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td></td>
<td>Professional, Medical Assistant</td>
</tr>
<tr>
<td>39</td>
<td></td>
<td>Professional, Social Work Supervisor</td>
</tr>
<tr>
<td>38</td>
<td></td>
<td>Professional, Social Work Supervisor</td>
</tr>
<tr>
<td>37</td>
<td></td>
<td>Professional, Social Work Supervisor</td>
</tr>
<tr>
<td>36</td>
<td></td>
<td>Professional, Social Work Supervisor</td>
</tr>
<tr>
<td>35</td>
<td></td>
<td>Professional, Social Work Supervisor</td>
</tr>
<tr>
<td>34</td>
<td></td>
<td>Professional, Social Work Supervisor</td>
</tr>
<tr>
<td>33</td>
<td></td>
<td>Professional, Social Work Supervisor</td>
</tr>
<tr>
<td>32</td>
<td></td>
<td>Professional, Social Work Supervisor</td>
</tr>
<tr>
<td>31</td>
<td></td>
<td>Professional, Social Work Supervisor</td>
</tr>
<tr>
<td>30</td>
<td></td>
<td>Professional, Social Work Supervisor</td>
</tr>
<tr>
<td>29</td>
<td></td>
<td>Professional, Social Work Supervisor</td>
</tr>
<tr>
<td>28</td>
<td></td>
<td>Professional, Social Work Supervisor</td>
</tr>
<tr>
<td>27</td>
<td></td>
<td>Professional, Social Work Supervisor</td>
</tr>
</tbody>
</table>
An overall figure at the bottom of the chart

negative figure indicates that the County pays below the market. This percentage difference is shown for each benchmark job and as a percentage of the County’s salary.

For example, a positive percentage figure indicates that the County pays above the market, and in all comparisons, the percentage difference has been calculated between the County’s salary figure and the market salary figure.

% Benchmark Analysis

- Benchmark Detail: Provides detailed comparisons for salary range minimums, midpoints, and maximums for each benchmark classification. These should be carefully evaluated by the County staff to determine any necessary corrective actions.

- Job Group Assessment: Aggregated analysis of all benchmark positions for the job group. These comparisons allow us to determine the overall competitive nature of the existing salary structure.

Management, Professional, and Support. Each of the four sections provides the analysis elements outlined below.

Analysis
and longevity impact the salaries of employees and may account for some of the large differences. Along with the knowledge, skills, abilities, and experience required of the job. Along with these factors, issues such as performance.

The position is in jobs represented in the market. These positions should be closely examined for internal equity of the position. The reason some positions are below the market may be due to hire date, seniority, or performance of both County employees and

General Notes Regarding Compensation Comparisons

<15% (Significant misalignment with market) -
10-15% (Possible misalignment with market) -
10% (Competitive) -
5% (Highly competitive) -

The following guidelines are used when determining the competitive nature of current pay practices for individual positions.

Interpretation of Data

Analysis
I - Executive Classifications
Limited market matches.

The Director of Health and District Court & District Court Prosecution Administration appear to lead the market, but this may be due to salary ranges for Executive jobs are slightly above the defined labor market; this is considered to be highly competitive.

Key Findings

<table>
<thead>
<tr>
<th>Group</th>
<th>Department</th>
<th>% of Market</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Average (Excluding Benchmarks)</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Average (Excluding Benchmarks)</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 1</td>
<td>Director - Public Works</td>
<td>2.6%</td>
<td>$54,880</td>
<td>$85,478</td>
<td>$61,386</td>
<td>$60,000</td>
<td>$62,500</td>
<td>$61,484</td>
</tr>
<tr>
<td>No. 2</td>
<td>Director - Planning and Development</td>
<td>2.3%</td>
<td>$52,272</td>
<td>$56,231</td>
<td>$54,200</td>
<td>$52,000</td>
<td>$55,000</td>
<td>$53,590</td>
</tr>
<tr>
<td>No. 3</td>
<td>Director - Health</td>
<td>1.7%</td>
<td>$50,238</td>
<td>$55,000</td>
<td>$52,624</td>
<td>$50,000</td>
<td>$53,000</td>
<td>$51,775</td>
</tr>
<tr>
<td>No. 4</td>
<td>Executive Director - Public Works</td>
<td>1.2%</td>
<td>$49,768</td>
<td>$54,547</td>
<td>$52,386</td>
<td>$49,500</td>
<td>$53,000</td>
<td>$52,055</td>
</tr>
<tr>
<td>No. 5</td>
<td>Executive Director - Planning and Development</td>
<td>1.0%</td>
<td>$48,724</td>
<td>$53,738</td>
<td>$51,735</td>
<td>$48,500</td>
<td>$52,000</td>
<td>$50,905</td>
</tr>
<tr>
<td>No. 6</td>
<td>Executive Director - Health</td>
<td>0.8%</td>
<td>$47,288</td>
<td>$52,718</td>
<td>$49,950</td>
<td>$47,000</td>
<td>$51,000</td>
<td>$49,456</td>
</tr>
<tr>
<td>No. 7</td>
<td>Executive Director - Public Works</td>
<td>0.5%</td>
<td>$45,904</td>
<td>$51,579</td>
<td>$48,735</td>
<td>$45,000</td>
<td>$50,000</td>
<td>$47,455</td>
</tr>
<tr>
<td>No. 8</td>
<td>Executive Director - Planning and Development</td>
<td>0.3%</td>
<td>$44,324</td>
<td>$49,972</td>
<td>$47,124</td>
<td>$44,000</td>
<td>$49,000</td>
<td>$46,065</td>
</tr>
<tr>
<td>No. 9</td>
<td>Executive Director - Health</td>
<td>0.1%</td>
<td>$42,880</td>
<td>$48,976</td>
<td>$45,936</td>
<td>$42,500</td>
<td>$48,000</td>
<td>$44,455</td>
</tr>
</tbody>
</table>

Benchmark Detail - Custom Labor Market
11 - Management Classifications
The Chief Deputy benchmarks are limited available market matches which may explain some of the above market trends.

should be evaluated by the county.

Salaries for management jobs are generally well-aligned to market, although benchmarks that vary by more than ±10%

### Key Findings

![Table showing salary data and overview of the key findings](file.png)

**Whatcom County Custom Labor Market Analysis**
III - Professional Classifications
The County may benefit from a general realignment of their salary ranges to ensure market consistency.

Salaries for Professional jobs are generally well-aligned to market, although benchmarks that vary by more than +/-10%

### Key Findings

<table>
<thead>
<tr>
<th>Group</th>
<th>Average</th>
<th>Difference %</th>
<th>% Below</th>
<th>% Above</th>
</tr>
</thead>
<tbody>
<tr>
<td>4%</td>
<td>$477,122</td>
<td>$454,035</td>
<td>5.6%</td>
<td>4.0%</td>
</tr>
<tr>
<td>6%</td>
<td>$563,392</td>
<td>$559,023</td>
<td>0.7%</td>
<td>3.6%</td>
</tr>
<tr>
<td>10%</td>
<td>$659,662</td>
<td>$665,393</td>
<td>0.9%</td>
<td>3.9%</td>
</tr>
<tr>
<td>15%</td>
<td>$755,932</td>
<td>$751,663</td>
<td>0.5%</td>
<td>3.8%</td>
</tr>
</tbody>
</table>

---

**BENCHMARK DATA**

**WHATCOM COUNTY - CUSTOM LABOR MARKET ANALYSIS**

**BENCHMARK DETAIL** - Custom Labor Market
IV - Support Classifications
The County may benefit from a general realignment of their salary ranges to ensure market consistency.

Key Findings

<table>
<thead>
<tr>
<th>Group</th>
<th>Position</th>
<th>Minimum</th>
<th>10%</th>
<th>25%</th>
<th>50%</th>
<th>75%</th>
<th>90%</th>
<th>Maximum</th>
<th>Average</th>
<th>Grade</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff</td>
<td>Custodial Coordinator</td>
<td>$38,772</td>
<td>$42,280</td>
<td>$49,500</td>
<td>$55,728</td>
<td>$62,956</td>
<td>$70,184</td>
<td>$81,656</td>
<td>$59,192</td>
<td>Good</td>
</tr>
<tr>
<td>Support</td>
<td>Support Staff - Clerk</td>
<td>$27,944</td>
<td>$34,720</td>
<td>$41,592</td>
<td>$48,464</td>
<td>$55,336</td>
<td>$62,208</td>
<td>$79,072</td>
<td>$48,240</td>
<td>Good</td>
</tr>
<tr>
<td>Support</td>
<td>Executive Secretary</td>
<td>$30,864</td>
<td>$37,680</td>
<td>$44,496</td>
<td>$51,312</td>
<td>$58,128</td>
<td>$64,944</td>
<td>$75,760</td>
<td>$53,088</td>
<td>Good</td>
</tr>
<tr>
<td>Support</td>
<td>Administrative Clerk</td>
<td>$27,944</td>
<td>$34,720</td>
<td>$41,592</td>
<td>$48,464</td>
<td>$55,336</td>
<td>$62,208</td>
<td>$79,072</td>
<td>$48,240</td>
<td>Good</td>
</tr>
<tr>
<td>Support</td>
<td>Office Coordinator</td>
<td>$30,864</td>
<td>$37,680</td>
<td>$44,496</td>
<td>$51,312</td>
<td>$58,128</td>
<td>$64,944</td>
<td>$75,760</td>
<td>$53,088</td>
<td>Good</td>
</tr>
</tbody>
</table>
V - Overall Compensation Summary
The overall pattern of these results suggests that the country’s current salary ranges tend to be wider than that of the custom labor market. This in itself does not raise any concern.

<table>
<thead>
<tr>
<th></th>
<th>Support</th>
<th>Professional</th>
<th>Management</th>
<th>Executive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimiums</td>
<td>+6.6%</td>
<td>+0.0%</td>
<td>+1.0%</td>
<td>+3.8%</td>
</tr>
<tr>
<td>Midpoints</td>
<td>+4.2%</td>
<td>+0.7%</td>
<td>+1.6%</td>
<td>+3.2%</td>
</tr>
<tr>
<td>Maximanum</td>
<td>+6.1%</td>
<td>-3.2%</td>
<td>-0.0%</td>
<td>+2.3%</td>
</tr>
</tbody>
</table>

The following provides a brief summary of how the aggregated salary range minimums, midpoints, and maximums compare to the Public Sector Labor market.

**Overall Compensation Summary (Public Sector)**
Salary Structure Recommendations
that reduces the number of grades. Management, professional, and support categories are combined into a single structure, and utilize a standard range progression

that each county classification into the appropriate grade of the new structure. In this approach, the current executive, reference the market data for each benchmark position and use a market slotting approach that utilizes the public sector data to

Approach #2: The second approach is to utilize the market data to create a simplified salary structure. In this approach, we

Approach #1: The analysis of approach 2 is explained on the following page.

structure. The analysis of approach 1 is explained on the following page. The market data collected on the positions can be referenced to ensure appropriate placement in the current

percentage. However, the market data collected on the positions can be referenced to ensure appropriate placement in the current minimum, midpoint, and maximum of the market. We do not recommend adjusting the current salary structure up by a flat

Approach #1: Due to the highly competitive nature of the current salary structure with the market, on average +6.5 to +6.5% across the

cases, we are basing our adjustments and analyses entirely on the public sector salary data.

There are two approaches in order to integrate the market data collected with the current county structure and salaries in both

Salary Structure Recommendations
Salary Structure Reorganization:

Flexibility of the County's response to the market movement:
The County's current structure to the market practice. The current structure of separate salary range groups would also limit the midpoint differentials and range overlap, we do not recommend this approach and do not think it provides the appropriate link of competitive nature resulting in salary range movements and the structural issues with the current range due to the high market competitive nature.

- There is significant overlap of the current ranges, ranges 440-455 are almost identical to ranges 340-375.

- Competitive salary ranges.

- The current mid-point differentials of the multiple structure vary from 4% to 7%, which is usually considered as too narrow, and accounts for the reassessment of many positions to new salary ranges based on competitive or hierarchy.

- Salary ranges to identify any potential structural issues.

Due to these conflicting results between market competitiveness and current range assessment, we decided to analyze the current position for a "better fit from 220 to 310.

- For example, the Grade mid-point of Director of Public Works is only 3% above the market and should be considered as well aligned with the market already. However, the method of Option 1 still propose to change the grade of this position for "better fit from 220 to 310.

- 35 out of the 55 benchmark jobs were identified as not being placed at the closest mid-point to the market.

- Closest Grade mid-point. However, going through this process brought up some issues:

- Since the current salary structure of the County is highly competitive with the market, there is no need to update the full structure.
would place the remaining jobs based on the appropriate Internal Equity alignment. The County method to implement is for us to "slot" all the jobs within market midpoint to the closest new structure midpoint. The County would like to proceed with this structure. The ideal minimum, bring to current step, and bring to next closest step. If the County would like to proceed with this structure, the ideal

We have calculated two implementation approaches under separate spreadsheets on the detailed employee list as shown.

<table>
<thead>
<tr>
<th>Grade</th>
<th>Range Spread</th>
<th>Max</th>
<th>Mid</th>
<th>Min</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>329.80</td>
<td>343.73</td>
<td>355.69</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>323.18</td>
<td>337.30</td>
<td>351.25</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>316.24</td>
<td>330.36</td>
<td>344.36</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>309.33</td>
<td>323.45</td>
<td>337.50</td>
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<tr>
<td>5</td>
<td>302.42</td>
<td>316.54</td>
<td>330.60</td>
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<td>6</td>
<td>295.54</td>
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<td>323.72</td>
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</tr>
<tr>
<td>7</td>
<td>288.67</td>
<td>302.79</td>
<td>316.85</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>281.79</td>
<td>295.91</td>
<td>309.97</td>
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<tr>
<td>9</td>
<td>274.91</td>
<td>289.03</td>
<td>303.09</td>
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<tr>
<td>10</td>
<td>268.03</td>
<td>282.15</td>
<td>296.21</td>
<td></td>
</tr>
</tbody>
</table>

Potential cost scenarios.

Ideal approach, but we want to provide some.

their current grade mid-point. This is not the employees are allocated to grades based on using the 10% mid-point differential.

Grade below and grades above are calculated placed at Grade 2. Then the midpoints of the survey (confidential/chief/receptionist) is data point from the public sector.

to develop this structure, the lowest market.

market are required for a salary range change.

market differential. This method helps the County Limit pay compression issues, and ensures that significant differentials from the competitive with the typical market range spread. We used the mid-point differential between grades at 10% which is a common mid-points based on the survey data. The range spread is set at 40% to be consistent with the County's current practice and also.

In order to simply to the County's structure and provide a closer link to the market we created a salary structure with 5 grades and also

Salary Structure Recommendations – Option 2
Benefits Assessment
In the market, we have provided a summary of how the county plan compares to the high (family) and low (employee-only) plans (i.e., Family / Employee Only). Since the county is self-insured, there is not a straightforward comparison to the typical market.

Please note: Whatcom County has a maximum contribution rate of $1,089.50 and does not have differences among the types of plans that were collected during the custom survey process.

Supplemental Custom Survey Data: Where sufficient data was available, this section provides a summary of the benefits.

Medical Benefits – Private Sector: Compares the county to similar private sector organizations in the Pacific Northwest.

Medical Benefits – Public Sector: Compares the county to similar public sector organizations in the Pacific Northwest.

The following pages provide an assessment of market benefit values as compared to Whatcom County. In an effort to provide multiple points of comparison, the benefit values have been presented both in terms of total cost, and in terms of relative cost.
The following tables provide a summary of market average cost sharing for standard employee health benefits in public sector organizations vs. Whatcom County. Following are observations on the County’s health benefits:

### Medical Benefits - Public Sector (BLS)

<table>
<thead>
<tr>
<th>Monthly (Employee Cost)</th>
<th>Monthly (Employer Cost)</th>
<th>% Employer</th>
<th>% Employee</th>
<th># Employees</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Monthly (Employee Cost)</th>
<th>Monthly (Employer Cost)</th>
<th>% Employer</th>
<th>% Employee</th>
<th># Employees</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</table>

### Family

<table>
<thead>
<tr>
<th>Monthly (Employee Cost)</th>
<th>Monthly (Employer Cost)</th>
<th>% Employer</th>
<th>% Employee</th>
<th># Employees</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

### Other

<table>
<thead>
<tr>
<th>Monthly (Employee Cost)</th>
<th>Monthly (Employer Cost)</th>
<th>% Employer</th>
<th>% Employee</th>
<th># Employees</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Overall Comparison

- For family coverage, city employers have a lower cost burden than standard market practices (7.7% vs. 28.7%).
- For employee only coverage, county employers have a lower average cost burden than market practices (7.7% vs. 20.5%).

Resulting in an average cost difference of $57.90/month. However, the plans are different and not a direct comparison.

For family coverage, city employers have a lower cost burden than standard market practices (7.7% vs. 28.7%).

Overall Composition: Whatcom County.
### Employee + Family

<table>
<thead>
<tr>
<th></th>
<th>Total Cost (Monthly)</th>
<th>Total Cost (Monthly)</th>
<th>Total Cost (Monthly)</th>
<th>Total Cost (Monthly)</th>
<th>Total Cost (Monthly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBP</td>
<td>TBG</td>
<td>TBG</td>
<td>TBG</td>
<td>TBG</td>
<td>TBG</td>
</tr>
<tr>
<td>$1,174.40</td>
<td>$1,089.50</td>
<td>$84.90</td>
<td>7.7%</td>
<td>7.7%</td>
<td>7.7%</td>
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<tr>
<td>$1,549.00</td>
<td>$1,275.20</td>
<td>$318.80</td>
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<td>60.0%</td>
<td>60.0%</td>
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<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Public Sector</strong></td>
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</tr>
<tr>
<td>Market</td>
<td></td>
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<td><strong>Health</strong></td>
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<tr>
<td><strong>Employee Cost</strong></td>
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<td></td>
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<tr>
<td><strong>Employee Cost</strong></td>
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</tr>
<tr>
<td><strong>Employee Cost</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Employee Only Coverage

Reimbursement is a difference cost of $233.90/month.

- For Family coverage, City employees have a lower cost burden than standard market practices (7.7% vs. 20.0%).
- For Employee only coverage, County employees have a lower/higer average cost burden than market practices.
- The cost difference is not an accurate comparison due to the plan difference.

Observations of the County’s health benefits:

- The following tables provide a summary of market average cost sharing for standard employee health benefits in the public sector.

---

**Medical Benefits - Public Sector (Galagher)**
## 2. EMPLOYEE + FAMILY

<table>
<thead>
<tr>
<th>Monthly (Total Cost)</th>
<th>Monthly (Employer Cost)</th>
<th>% Share</th>
<th>Monthly (Employee Cost)</th>
<th>% Share</th>
</tr>
</thead>
<tbody>
<tr>
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<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
<td>TBD</td>
</tr>
<tr>
<td>$1,174.40</td>
<td>$1,089.50</td>
<td>92.3%</td>
<td>$84.90</td>
<td>6.9%</td>
</tr>
<tr>
<td>$487.14</td>
<td>$322.14</td>
<td>65.7%</td>
<td>$165.03</td>
<td>24.3%</td>
</tr>
<tr>
<td>Watacom County</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Sector Market</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## 1. EMPLOYEE ONLY COVERAGE

Resulting in a lower average cost difference of $372.13/month.

For family coverage, city employees have a lower cost burden than standard market practices (7.7% vs. 2.4%).

The cost difference is not an accurate comparison due to the plan differences.

For employee only coverage, county employees have a lower/higher average cost burden than market practices.

The following tables provide a summary of market average cost sharing for standard employer health benefits in private sector:

### Medical Benefits - Private Sector (BLS)
### General Benefits Value - Custom Survey

The following table provides a summary of the total benefits costs for the custom survey organization.

<table>
<thead>
<tr>
<th>% of Participants</th>
<th>Non-Represented</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1.96</td>
<td>75.0%</td>
</tr>
<tr>
<td>$8.98</td>
<td>25.0%</td>
</tr>
<tr>
<td>N/A</td>
<td>0.0%</td>
</tr>
<tr>
<td>$12.92</td>
<td>75.0%</td>
</tr>
<tr>
<td>N/A</td>
<td>0.0%</td>
</tr>
<tr>
<td>$63.4</td>
<td>75.0%</td>
</tr>
<tr>
<td>$118.84</td>
<td>33.3%</td>
</tr>
<tr>
<td>$145.98</td>
<td>75.0%</td>
</tr>
<tr>
<td>$570.00</td>
<td>8.3%</td>
</tr>
<tr>
<td>$6.64</td>
<td>75.0%</td>
</tr>
<tr>
<td>$196.14</td>
<td>41.7%</td>
</tr>
<tr>
<td>$528.49</td>
<td>75.0%</td>
</tr>
<tr>
<td>$661.45</td>
<td>83.3%</td>
</tr>
</tbody>
</table>

Employee Assistance Programs (i.e., counseling)

Long-Term Disability

Short-Term Disability

Prescription Drug (if separate from medical)

Vision Coverage (if separate from medical)

Supplemental Life Insurance

Group Life Insurance

Dental Insurance - Composite Rate

Dental Insurance - Individual Plus Dependents

Post-Retirement Medical

Dental Insurance - Individual

Medical Insurance - Composite Rate

Medical Insurance - Individual Plus Dependents

Medical Insurance - Individual
NEXT STEPS

CONCLUSIONS, RECOMMENDATIONS, AND
Conclusions & Recommendations
Conclusions & Recommendations

- Develop survey-based salary trends or research to understand the salary structure adjustments of the defined labor market.

- The proposed salary structure should be updated to the effective date for the country/implantation. This can be done using survey-based salary trends or research to understand the salary structure adjustments of the defined labor market.

  Structure: For a total cost of $1,714 annually (or 9.3% of payroll) to close the next closest step up in the proposed structure.

  Next Step: This will increase the salary of 1.4 employees the next closest step up in the proposed structure.

  Structure: For a total cost of $21,893 annually (or 0.6% of payroll) to close the closest step to the current step of the proposed structure.

  This will increase the salary of 3.4 employees to their current step of the proposed structure.

  Structure: For a total cost of $200,660 annually (or 0.8% of payroll) to close the minimum. This will increase the salary of 3.0 employees below the proposed minimum for a total cost of $200,660 annually (or 0.8% of payroll).

Estimates below are based on full-time employee status.

- Implement the recommended 15 grade salary structure using the cost-effective and internally equitable method. The cost levels, and promote pay equity issues for similar types and levels of work across the four employee groups.

  Compression: Reduce the number of grade distinctions due to increased competition differentiation between grades.

  We recommend the simplified 15 grade salary structure which will help the country reduce and avoid increased pay levels, and promote pay equity issues for similar types and levels of work across the four employee groups.

Long-Term Recommendations

- We recommend the simplified 15 grade salary structure which will help the country reduce and avoid increased pay levels, and promote pay equity issues for similar types and levels of work across the four employee groups.
Evaluate individual benchmark comparisons and determine any necessary corrective actions.

- Benchmark jobs.

Determine process to implement recommended salary structure or adjusting the current grade allocation of County.
**TITLE OF DOCUMENT:** 2016 Supplemental Budget Request #14

**ATTACHMENTS:** Ordinance, Memoranda & Budget Modification Requests

<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>

<table>
<thead>
<tr>
<th>Should Clerk schedule a hearing?</th>
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<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<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.)

Supplemental #14 requests funding from the General Fund:

1. To appropriate $10,000 in Council to fund administrative assistance for the IPRTF.
2. To appropriate $150,000 in Council to fund criminal justice consultant for the IPRTF

   From the Jail Fund:
3. To appropriate $55,000 for additional funding for IPRTF admin support and contracted services.

   From the Chemical Dependency / Mental Health Fund:
4. To appropriate $80,000 to fund IPRTF admin support and contracted services.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

8/9/2016: introduced 7-0

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

118
ORDINANCE NO.
AMENDMENT NO. 14 OF THE 2016 BUDGET

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>
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</tr>
<tr>
<td>Council</td>
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</tr>
<tr>
<td>Jail Fund</td>
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<tr>
<td>Chemical Dependency / Mental Health Fund</td>
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<td>80,000</td>
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<tr>
<td>Total Supplemental</td>
<td>295,000</td>
<td>(160,000)</td>
<td>135,000</td>
</tr>
</tbody>
</table>

ADOPTED this ___ day of _________________, 2016.

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

( ) Approved     ( ) Denied

Jack Louws, County Executive

Date: _______________________

I:\BUDGET\SUPPLS\2016_Suppl\Supplemental #14-2016.docx
<table>
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<th>Department/Fund</th>
<th>Description</th>
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<th>(Increased) Decreased Revenue</th>
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<td>-</td>
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<td><strong>Total General Fund</strong></td>
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<tr>
<td><strong>Jail Fund</strong></td>
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<td><strong>Chemical Dependency / Mental Health Fund</strong></td>
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<tr>
<td><strong>Total Supplemental</strong></td>
<td></td>
<td>295,000</td>
<td>(160,000)</td>
<td>135,000</td>
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</table>
Supplemental Budget Request

Council

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

Name of Request: Administrative Assistance - IPRTF

X

Department Head Signature (Required on Hard Copy Submission)  Date

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<th>Object</th>
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1a. Description of request:
The Incarceration Prevention and Reduction Task Force (IPRTF) was established in June 2015. This group is charged with numerous tasks, as outlined in Ordinance 2015-037 (attached).

In October 2015 the County entered into a contract with the Whatcom Alliance for Health Advancement (WAHA) for facilitation services to support the IPRTF. On March 25, 2016, the County received a letter from WAHA suggesting that the contract between WAHA and the County be terminated for public. The Council Office has received a request to take over many of the administrative responsibilities previously assigned to WAHA. It is anticipated that with some adjustments to current work assignments and approval of this supplemental budget request, our office can carry out the following tasks for the IPRTF:

1. Work with task force co-chairs and subcommittees chairs to set agendas and gather meeting materials.
2. Distribute agendas and packets.
3. Set up the task force website.
4. Post meeting-related materials and other documents to the task force website.
5. Attend and record all task force meetings and subcommittee meetings.
6. Prepare meeting summaries.
7. Prepare and post all meeting notices.

1b. Primary customers:
Whatcom County taxpayers, citizens, IPRTF members, and IPRTF subcommittee members.

2. Problem to be solved:
Approval of this request will ensure we have funds available in our budget to pay staff to carry out assigned administrative tasks for the IPRTF.

3a. Options / Advantages:
In order to provide the staffing necessary to carry out all anticipated administrative tasks for the IPRTF, approval of this request is our only option. We do not have funds available in our current budget to cover this additional expenditure.

3b. Cost savings:
Unknown at this time, but it is likely that there will be some cost savings to the County with approval of this request, versus including administrative tasks as part of a new facilitator contract.

Monday, August 01, 2016
Supplemental Budget Request

Council

Supp’l ID # 2152  Fund 1  Cost Center 1100  Originator: Dana Brown-Davis, Clerk of

Status: Pending

4a. Outcomes:
The Council Office will be able to assist the IPRTF in its mission to continually review Whatcom County's criminal justice and behavioral health programs and make specific recommendations to safely and effectively reduce incarceration of individuals struggling with mental illness and chemical dependency, and minimize jail utilization by pretrial defendants who can safely be released.

4b. Measures:
The initial work of the IPRTF, as outlined in Ordinance 2015-037, will be completed.

5a. Other Departments/Agencies:
Numerous departments in all three branches of County government, along with outside agencies, will be impacted by our ability to provide administrative support to the IPRTF.

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

6. Funding Source:
Cost Center 124410, Incarceration Task Force Prevention: $5,000
Cost Center 118198, New Jail Coordination: $5,000
ORDINANCE 2015-025

ESTABLISHING WHATCOM COUNTY CODE 2.46, CREATING A WHATCOM COUNTY INCARCERATION PREVENTION AND REDUCTION TASK FORCE INTENDED TO PROVIDE RECOMMENDATIONS, OVERSIGHT, AND SPECIFIC TIMEFRAMES ON THE DEVELOPMENT OF NEW, OR ENHANCEMENT OF EXISTING, PROGRAMS DESIGNED ALONG A CONTINUUM THAT EFFECTIVELY REDUCES INCARCERATION OF INDIVIDUALS STRUGGLING WITH MENTAL ILLNESS AND CHEMICAL DEPENDENCY, AND MINIMIZES JAIL UTILIZATION BY PRETRIAL DEFENDANTS WHO CAN SAFELY BE RELEASED.

WHEREAS, in 2012 the Jail Planning Task Force recommended that space be found for a behavioral health triage facility with sufficient capacity and capability to offer pre-booking diversion from jail; and

WHEREAS, the proposed countywide jail is currently designed to include needed space for expanded medical and mental health program space in that facility; and

WHEREAS, the Whatcom County Health Department has been planning toward an expanded and new crisis triage facility to provide an alternative to the jail or the hospital emergency room; and

WHEREAS, the Whatcom County Council and Whatcom County Executive are committed to these facilities and programs related to behavioral health issues and share the commitment to reduce jail populations and reduce recidivism through jail alternative programs and the County has the financial capacity and is committed to providing the capital necessary for a new or expanded crisis triage center; and

WHEREAS, the County currently provides behavioral health programs funded through the Behavioral Health Tax, at approximately $4.1 million annually, which include a continuum of behavioral health services designed to reduce criminal justice involvement of people struggling with mental illness and chemical dependency and has earmarked $3 million in Behavioral Health Tax revenue reserves for the expansion and/or relocation of a new triage center; and

WHEREAS, the County currently owns and operates a behavioral health crisis triage center and Interim Work Center on Division Street in Bellingham, which property the County may sell or transfer or repurpose for behavioral health uses, when the new countywide jail is completed and the County has agreed and ordained that if that property is sold or transferred, the resulting net value and proceeds from the transaction will be applied by the County to facilities and programs that support the goals of treating and diverting individuals with behavioral health problems from the criminal justice system, such as a new or expanded multi-purpose triage center; and

WHEREAS, these behavioral health facilities and programs are designed to achieve the following policy goals, 1) a reduction of the number of mentally ill and chemically dependent people using costly interventions like jail, emergency rooms, and hospitals; 2) a reduction of the number of people who recycle through the jail, returning repeatedly as a result of their mental illness or chemical dependency; 3) a reduction of the incidence and severity of chemical dependency and mental and emotional disorders in youth and adults; and 4) diversion of mentally ill and chemically dependent youth and adults from initial or further justice system involvement; and
WHEREAS, the County’s costs for current criminal justice and incarceration programs continue to rise every year; mental illness and chemical dependency problems have a significant impact on the utilization of these very expensive services; and successful diversion programs should result in substantial long term savings to the criminal justice system; and

WHEREAS, the County intends to construct and operate a new or expanded multi-purpose diversion crisis triage center, in parallel with the construction of the new county wide jail facility and intends to reduce long-term jail populations and reduce recidivism, by providing safe and effective medical, mental health and substance abuse services to individuals in need of such services.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code Chapter 2.46 is hereby established, creating a Whatcom County Incarceration Prevention and Reduction Task Force as outlined in Exhibit A to this ordinance.

BE IT FURTHER ORDAINED that the initial tasks to be accomplished by the Task Force are as follows:

A. Develop plans for a new or expanded crisis triage center for individuals struggling with mental illness and chemical dependency, including:
   1. Substantive programming to be included and auxiliary services that would increase efficiency and effectiveness
   2. Location and space needs criteria
   3. Funding sources and recommendations for both construction and operations
   4. Specific timeframes for decision-making and completion
   5. Documentation of assumptions used to project the effectiveness and costs

B. Development recommendations for new, or enhancement of existing, programs designed along a continuum that effectively reduces incarceration of individuals struggling with mental illness and chemical dependency.

BE IT FURTHER ORDAINED that the initial work of the Task Force for the above tasks shall be accomplished and reported to the County Council in the following phases:

PHASE I - Review current practices and assigned resources, (facilities, programs, funding sources), and develop goals for new or modified programs, and projected operational objectives. Determine licensing requirements and program components. Provide general information on expenditures and sustainable revenue projections. Deliver the initial Phase 1 report by January 10, 2016.

PHASE II - As service facilities are identified in Phase I- develop facility specifications, identify possible facility options (either new or existing locations), analyze and recommend 1 or 2 options with projected short and medium term costs. Deliver the initial Phase 2 reports as completed, but no later than November 1, 2016.

PHASE III - Develop specific operational plans and budgets leading to implementation of appropriate crisis intervention, triage services and incarceration prevention and reduction programs. Include details on schedules, assignment of responsibilities, projected outcomes anticipated, possible cost allocations between the County and the cities, and a basic business plan for each selected initiative. Deliver the initial Phase 3 report with sufficient details to proceed with construction and programming of a new or expanded crisis triage center no later than March 2017.
BE IT FURTHER ORDAINED that the County Council, with the full support of the County Administration, will implement a continuum of alternatives to incarceration and jail diversion programs with the following expectations and commitments of assistance for the Incarceration Prevention and Reduction Task Force:

- Complete a preliminary plan for the new or expanded crisis triage center and alternatives to incarceration and diversion programs as soon as reasonably possible and provide quarterly reports to the Council and Administration on Task Force progress.

- Review national best practices for the before mentioned objectives and establish benchmarking of the County's performance against same.

- Complete detailed planning sufficient to proceed with construction and programming of a new or expanded crisis triage center to start no later than March 2017.

- Fund the support activities of the Task Force, including a robust and detailed planning process for the new or expanded crisis triage center and other recommended diversion programs. Initial funding for 2015 will be $75,000.

- Identify opportunities to acquire governmental and non-governmental funding to support financing for the construction and operation of the new crisis triage center.

- Commit to opening the new crisis triage center no later than the scheduled opening of the new countywide jail.

- Include, as part of the 2016-2017 budget, funds to focus on incarceration prevention and reduction programs, and work with the Task Force.

APPROVED this 9th day of June, 2015

ATTEST:
Daña Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Carl Weimer, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Jack Louws, County Executive
( X) Approved ( ) Denied

Date Signed: 6/11/15
EXHIBIT A

Chapter 2.46

INCAPERATION PREVENTION AND REDUCTION TASK FORCE

Sections:
2.46.010 Established.
2.46.020 Purpose.
2.46.030 Function.
2.46.040 Permanent Members.
2.46.050 Additional Appointed Members.
2.46.060 Term of Office.
2.46.070 Organization – Meetings.
2.46.080 Staff and Funding Support.
2.46.090 Reporting.

2.46.010 Established.
There is hereby established a Whatcom County Incarceration Prevention and Reduction Task Force.

2.46.020 Purpose.
The purpose of the Incarceration Prevention and Reduction Task Force is to continually review Whatcom County's criminal justice and behavioral health programs and make specific recommendations to safely and effectively reduce incarceration of individuals struggling with mental illness and chemical dependency, and minimize jail utilization by pretrial defendants who can safely be released.

2.46.030 Function.
The Task Force will consider national best practices and report on and make recommendations to the County Council, Executive, and other appropriate officials regarding:

A. The construction and operation of a new or expanded multi-purpose crisis triage facility to assist with jail and hospital diversion of individuals struggling with mental illness and chemical dependency;

B. Development of new, or enhancement of existing, programs designed along a continuum that effectively reduces incarceration of individuals struggling with mental illness and chemical dependency;

C. Effective pretrial service programs that assure that defendants appear for court proceedings while minimizing jail utilization by defendants who can safely be released;

D. Necessary and effective programs and services that can assist offenders with successful transition from both the jail and triage center back to the community to reduce rates of recidivism and improve public health and safety;

E. The ongoing staff support and funding for the Task Force;

F. Review of the diversion programs of the County and all cities, and establishment of benchmarks to measure the effectiveness of the programs in reducing incarceration.
2.46.040 Permanent Members.
The Incarceration Prevention and Reduction Task Force shall include the following 12 designated officials or their representative:

A. One Member of the Whatcom County Council;
B. Whatcom County Executive;
C. Whatcom County Sheriff;
D. Whatcom County Prosecuting Attorney;
E. Whatcom County Public Defender Director;
F. One Representative from the Whatcom County Superior Court or District Court;
G. One Representative of the Bellingham City Attorney or Municipal Court or Police;
H. One Representative from the Bellingham City Council;
I. One Representative from the small cities designated by the Small Cities Caucus;
J. One tribal representative from either the Lummi Nation or the Nooksack Tribe;
K. One representative from the Whatcom County Health Department Human Services;
L. North Sound Mental Health Administration Executive Director.

2.46.050 Additional Appointed Members.
In addition to the officials designated above the Incarceration Prevention and Reduction Task Force shall include the following 11 members appointed by the Whatcom County Council:

A. Whatcom Alliance for Health Advancement (WAHA) representative;
B. Peace Health St. Joseph’s Medical Center representative;
C. Community Health Center representative;
D. Emergency Medical Services (EMS) representative;
E. Representatives from a Community Action Agency, a Mental Health Provider, Substance Abuse Treatment Provider (3);
F. Consumer of Services or Family Member of Consumer (2);
G. Concerned Citizens (2).

2.46.060 Terms of office for appointed members.
The term of office for appointed members shall be four years; provided that the terms of those first appointed shall be staggered so that five will be appointed for two years, and six will be appointed for four years. Appointment of members shall comply with Chapter 2.03 WCC.

2.46.070 Organization – Meetings.
A. Meetings of the task force shall be open and accessible to the public and shall be subject to the Open Public Meetings Act.

B. At every meeting, the task force will schedule an open session to take public comment.

C. Written records of meetings, resolutions, research, findings and recommendations shall be kept and such records shall be submitted to county staff and shall be made public, including posting on the county website.

D. The task force shall adopt its own rules and procedures for the conduct of business.

E. The task force shall elect a chairperson from among its members who shall preside at its meetings.

F. The task force shall determine its meeting schedule and agenda, but shall meet at least quarterly.

G. The task force may form and appoint ad hoc committees to work on specific issues, so long as at least two committee members are also members of each ad hoc committee.
2.46.080 Staff and Funding Support.
The Task Force will have full support from the Council, the County Executive’s Office, Health Department staff, and locally delivered paid consultant assistance to conduct and complete its tasks in an efficient and effective manner.

2.46.090 Reporting.
At least annually, no later than June 30 of each year, the Task Force will provide a report and recommendations to the County Council and Executive on outcomes of existing incarceration prevention and reduction programs throughout Whatcom County, new innovative programs being used in other communities, and recommendations for changes or additional programs.
Supplemental Budget Request

Council

Supp1 ID # 2180  Fund 1  Cost Center 1100  Originator: Forrest Longman

Expenditure Type: One-Time  Year 1 2015  Add'l FTE ☐  Add'l Space ☐  Priority 2

Name of Request: Criminal Justice Consultant - IPRTF

Department Head Signature (Required on Hard Copy Submission)  Date: August 2, 2016

Costs:

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<td>8301.118</td>
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Request Total $0

1a. Description of request:

The Incarceration Prevention and Reduction Task Force (IPRTF) was established in June 2015. This group is charged with numerous tasks, as outlined in Ordinance 2015-037 (attached).

In October 2015 the County entered into a contract with the Whatcom Alliance for Health Advancement (WAHA) for facilitation services to support the IPRTF. On March 25, 2016, the County received a letter from WAHA suggesting that the contract between WAHA and the County be terminated for public convenience reasons.

The Incarceration Prevention and Reduction Task Force Steering Committee, with support from the County Council, is requesting funding for a Criminal Justice Consultant to:
- Research, analyze, and assess existing Whatcom County criminal justice policies, procedures, facilities, staffing, and outcomes, including those related to the Health Department, or any other agency, as they pertain to the criminal justice system;
- Provide analysis of criminal justice data from available resources to assist Task Force decision making and serve as baseline data for future benchmarking, as appropriate.
- Provide guidance, technical assistance and recommendations to the Task Force that will help achieve County goals; and
- Provide relevant and research-based resources to the Task Force to support discussion and recommendations of programs and services that provide safe and effective alternatives to incarceration. These services will support the Task Forces’s goal of reducing incarceration in Whatcom County.

1b. Primary customers:

Whatcom County taxpayers, citizens, IPRTF members, and IPRTF subcommittee members.

2. Problem to be solved:

There are insufficient funds remaining in the IPRTF budget to complete the new contract.

3a. Options / Advantages:

Other funding options may exist, however this option is consistent with Council direction regarding the use of these funds.

3b. Cost savings:

The cost savings cannot be quantified at this time, however, a successful effort by the Task Force may result in reduced costs for incarceration and other criminal justice related expenses.

4a. Outcomes:

The Criminal Justice Consultant will support the IPRTF in its mission to continually review Whatcom
Supplemental Budget Request

Status: Pending

Council

Suppl ID # 2180  Fund: 1  Cost Center: 1100  Originator: Forrest Longman

County's criminal justice and behavioral health programs and make specific recommendations to safely and effectively reduce incarceration of individuals struggling with mental illness and chemical dependency, and minimize jail utilization by pretrial defendants who can safely be released.

4b. Measures:
The Task Force will complete the reports required by Ordinance 2015-037 and continue to pursue reduced incarceration in Whatcom County.

5a. Other Departments/Agencies:
By supporting the efforts of the Task Force, this request could have positive impacts on the County's entire criminal justice system.

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

6. Funding Source:
Cost Center 124410, Incarceration Task Force Prevention: $75,000
Cost Center 118198, New Jail Coordination: $75,000
County's criminal justice and behavioral health programs and make specific recommendations to safely and effectively reduce incarceration of individuals struggling with mental illness and chemical dependency, and minimize jail utilization by pretrial defendants who can safely be released.

4b. Measures:
The Task Force will complete the reports required by Ordinance 2015-037 and continue to pursue reduced incarceration in Whatcom County.

5a. Other Departments/Agencies:
By supporting the efforts of the Task Force, this request could have positive impacts on the County's entire criminal justice system.

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

6. Funding Source:
Cost Center 124410, Incarceration Task Force Prevention: $75,000
Cost Center 118198, New Jail Coordination: $75,000
Supplemental Budget Request

Jail

Status: Pending

Supp# ID: 2183  Fund: 118  Cost Center: 118198  Originator: M Caldwell/Wendy Jones

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

Name of Request: Jail Fund Funding of IPRTF support & contract

X

Department Head Signature (Required on Hard Copy Submission)  Date

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<th>Object</th>
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Request Total $55,000

1a. Description of request:
Funding for Behavioral Health portion of Council Supplemental Budget #2016-2152 of $10,000 for administrative support for IPRTF and Council Supplemental Budget #2016-2180 of $150,000 for Criminal Justice Consultant contract.

Jail and Behavioral Health Funds will each provide 50% of the funding to cover administrative support and consultant contract. 50% equals $80,000 for each fund. The Jail currently has $25,000 available and needs an additional $55,000 of budget authority. Behavioral Health Fund will need the entire $80,000 of budget authority to fulfill its 50%.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
   Jail Fund
Supplemental Budget Request

Name of Request: Funding for Jail Incarceration Task Force

Department Head Signature (Required on Hard Copy Submission) Date

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<th>Object</th>
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1a. Description of request:
Funding for Behavioral Health portion of Council Supplemental Budget #2016-2152 of $10,000 for administrative support for IPRTF and Council Supplemental Budget #2016-2180 of $150,000 for Criminal Justice Consultant contract.

Jail and Behavioral Health Funds will each provide 50% of the funding to cover administrative support and consultant contract. 50% equals $80,000 for each fund.
The Jail currently has $25,000 available and needs an additional $55,000 of budget authority. Behavioral Health Fund will need the entire $80,000 of budget authority to fulfill its 50%.

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
Behavioral Health Fund
whatcom county council agenda bill

no.

AB2016-260

CLEARANCES

INITIAL      DATE    DATE RECEIVED IN COUNCIL OFFICE    AGENDA DATE    ASSIGNED TO:

ORIGINATOR:        TS          09.01.16

DIVISION HEAD:

DEPT. HEAD:

PROSECUTOR:        09.1-16

PURCHASING/BUDGET:

EXECUTIVE:         09.6.16

received

sep 06 2016

whatcom county council

TITLE OF DOCUMENT:

contract amendment for CH2M Hill Engineers contract #201205028

ATTACHMENTS:

contract amendment and memo

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.)

request authorization for the county executive to amend the contract between whatcom county and CH2M Hill to extend contract 201205028 for 180 days or to march 13, 2017, whichever occurs first, to accomplish ramp-down contract activities to ensure that the work and contracts are closed out in an orderly fashion.

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.
TO: County Council

THROUGH: Jack Louws, County Executive

FROM: Tyler Schroeder, Deputy County Executive

DATE: August 31, 2016

SUBJECT: Amendment to Contract #201205028 between Whatcom County and CH2M HILL Engineers, Inc. to accomplish the ramp down work plan for contract suspension associated with the development of an Environmental Impact Statement to comply with NEPA and SEPA regarding the proposed Gateway Pacific Terminal and BNSF Custer Spur Modification Project

Enclosed are two (2) originals of the contract amendment between Whatcom County and CH2M HILL Engineers, Inc. for your review and signature.

Requested Action
This memo respectfully requests the County Council to allow for the Executive to sign the attached contract amendment. The entire amount of this is fully reimbursed by the applicants of the proposed project per Contract #201205029, with no county money expended.

Background and Purpose
The scoping phase for the proposed Gateway Pacific Terminal and BNSF Custer Spur Modification Project is complete, which concludes the Phase 1 work defined in Whatcom County Contract Nos. 201205028 & 201205029. On June 2, 2015, Amendment No. 5 of the original contract was executed and included a scope of work to complete the Draft Environmental Impact Statement.

On April 1, 2016, Pacific International Terminal (PIT) invoked a contract clause to suspend the contract for an initial 45-day period. On May 10, 2016 PIT requested Whatcom County to extend the current contracts an additional 180 days to allow time for PIT to review and pursue alternative actions. On May 26, 2016, in response to PIT’s request, Whatcom County via email agreed to a 60 day extension to the contract and provided two contract options: 1) move forward and complete the preparation of the SEPA draft EIS, or 2) Sign a not-to-exceed 180-day contract extension to complete a ramp down work plan for contract suspension. Ramp down work for the contract suspension, as outlined in the attached scope of work, includes closing out all current work tasks by; summarizing outstanding technical report issues, indexing the status of each technical report and electronically archiving the reports without further technical work.

Subsequently, all parties mutually agreed to extend the contract(s) through August 31, 2016 to allow time for PIT to finalize their decision regarding contracted services associated with the EIS preparation. Thereafter, as outlined in the attached contract, all parties mutually agreed to extend the contract 180 days, or to March 13, 2017, whichever occurs first, to accomplish ramp-down contract activities to ensure that the work and contracts are closed out in an orderly fashion.
Funding Amount and Source
This budget is for $51,085.00, to accomplish the ramp down work plan to close out all current work tasks for contract completion. This is a pass through contract and all monies are being fully funded by the applicants of the proposed project in a separate agreement, #201205029.

Please contact Tyler Schroeder at extension 5207 if you have any questions or concerns regarding the terms of this agreement.
**WHATCOM COUNTY CONTRACT**

**INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Planning and Development Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Tyler Schroeder</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>CH2M HILL Engineers, Inc.</td>
</tr>
</tbody>
</table>

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes _X_ No _ _

Yes _ _ No _X_ If Amendment or Renewal, Original Contract # 201205028

Does contract require Council Approval? Yes _ _ No _X_

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

County Grant Administrator ____________________________ Extension #: __________

Is this contract grant funded? Yes _ _ No _X_ If yes, associated Whatcom County grant contract number(s) __________

Is this the result of a RFP or Bid process? Yes _X_ No _ _

If yes, RFP and Bid number(s) RFP12-08 Cost Center: N/A

Is this service agreement excluded from E-Verify? Yes _ _ No _X_ If yes, indicate exclusion(s) below:

☐ Professional services agreement for certified/licensed professional

☐ Contract less than $100,000.

☐ Contract for Commercial off the shelf items (COTS)

☐ Contract work is all performed outside U.S.

☐ Work related subcontract less than $25,000.

☐ Interlocal Agreement (between Govt's) ☐ Public Works - Local Agency/Federally Funded FHWA

| Contract Amount: (sum of orig contract amount and any prior amendments) | $ 11,156,222.18 |
| This Amendment Amount: | $ 51,085.00 |
| Total Amended Amount: | $ 11,207,307.18 |

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

- Professional Services Agreement above $25,000.
- Bid is more than $40,000.
- Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

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

Summary of Scope:

This contract between CH2M HILL Engineers, Inc. and Whatcom County is to accomplish the ramp down work plan for contract suspension associated with an Environmental Impact Statement to comply with NEPA and SEPA, regarding the Gateway Pacific Terminal and BNSF Custer Spur Modifications Project.

Term of Contract: Expiration Date March 13, 2017

**AMENDMENT NO. 5.1 TO CONTRACT NO. 201205028**

**CONTRACT FOR SERVICES AGREEMENT FOR EIS PREPARATION:**

**SCOPE & BUDGET OF PHASE 2**

137
AMENDMENT NO. 5.1
TO
CONTRACT FOR SERVICES AGREEMENT
NO. 201205028
BETWEEN CH2M HILL ENGINEERS, INC. "CONSULTANT"
AND WHATCOM COUNTY "COUNTY"

CH2M HILL Engineers, Inc., hereinafter called Consultant, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Amendment including:

General Conditions
Exhibit A:
Contract No. 201205028 (CH2M HILL Project No. 439402)
Gateway Pacific Terminal and BNSF Custer Spur Modification Project
GPT/Custer Spur EIS: Proposed Work Plan for Contract Suspension

Proof of Insurance and disclosure statements are on file with the existing contracts and not updated for this contract amendment.

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

The term of this Amendment shall commence on the date executed below and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the March 13, 2017

The general purpose or objective of this Agreement is to provide preparation of the Environmental Impact Statement to comply with NEPA and SEPA regarding the Gateway Pacific Terminal and BNSF Custer Spur Improvements Project, as more fully and definitively described in Exhibit A hereto. This project will be contracted in a phased approach because the depth of the studies, and therefore time & costs, cannot be foreseen until Phase 2 is completed by the Consultant and accepted by the County.

The maximum consideration of this Amendment for this Scope of Work and Budget of Phase 2 shall not exceed $51,085.00 including reimbursables. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Consultant acknowledges and by signing this contract agrees that the indemnification provisions set forth in this contract are totally and fully part of this contract and have been mutually negotiated by the parties.
STATE OF WASHINGTON  
COUNTY OF KING  

On this 31st day of August, 2016, before me personally appeared to me known to be the Vice President of CH2M Hill Engineers, Inc. and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Dear Prendergast Raye  
NOTARY PUBLIC in the State of Washington, residing at  
Seattle, Washington  

My commission expires 10-27-2019 in
WHATCOM COUNTY

Approved as to form:

[Signature]
Royce Buckingham,
Whatcom County Prosecuting Attorney

8-31-16
Date

Accepted for Whatcom County:

[Signature]
Jack Louws,
Whatcom County Executive

Date

STATE OF WASHINGTON )
COUNTY OF ___________ ) ss.

On this ___ day of __________, 2016, before me personally appeared Jack Louws, to
me known to be the County Executive of Whatcom County and who executed the above
instrument and who acknowledged to me the act of signing and sealing thereof.

______________________________________________________________
NOTARY PUBLIC in the State of Washington,
residing at

______________________________________________________________
My commission expires __________.
GENERAL CONDITIONS

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

0.1 Scope of Services:

The Consultant agrees to provide to the County services and any materials as set forth in
the project narrative identified as Exhibit A, Attachment 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 Consultant prior to or after the term of this contract shall be
performed at the expense of Consultant 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. The term shall be as stated in the
contract regardless of the date of signature.

10.2 Extension:

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

11.1 Termination for Default:

If the Consultant 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 Consultant in the U.S. mail, first class postage prepaid,
terminate the contract, and at the County's option, obtain performance of the work
elsewhere. Consultant shall be given five (5) days to cure any deficiencies or non-
compliance. If Consultant fails to cure to County's satisfaction, County may proceed with
a written notice of termination. Termination shall be effective upon Consultant'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 Consultant 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 Consultant. The Consultant shall
bear any extra expenses incurred by the County in completing the work, including
reasonable increased costs for completing the work, and all damage sustained, or which
may be sustained by the County by reason of such default. Consultant may terminate this
Agreement with five (5) days written notice, for cause or County's breach of contract.
Consultant shall be entitled to compensation for services provided up to the termination
date and any reasonable costs incurred to terminate this Agreement.

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.
Whenever the Agreement is terminated in accordance with this paragraph, the Consultant 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 under this section shall be effective upon receipt of written notice as specified herein, or within three (3) 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 Consultant shall be entitled to payment for actual work performed up to the termination date 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 Consultant Services:

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

Unless specifically stated in Exhibit A, Attachment B or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "County SEPA Official") the County will not reimburse the Consultant for any costs or expenses incurred by the Consultant in the performance of this contract. The County shall, upon receipt of an Invoice, compensate the Consultant within 30 days of receipt of invoice (which includes the time for the Escrow Agent to release payment), pursuant to the fee schedule set forth in Exhibit A, Attachment B.

In the event of a disputed billing, only the disputed portion will be withheld from payment, and County shall authorize payment, (with the submittal to the escrow agent for release of funds), the undisputed portion. County will exercise reasonableness in disputing any bill or portion thereof. If Consultant fails to receive payment in full within 30 days of the date due for any undisputed billing, Consultant may, after giving 7 days' written notice to County, suspend services under this Agreement until paid in full. In the event of suspension of services, Consultant will have no liability to County for delays or damages caused by County because of such suspension.

21.1 Taxes:

The Consultant understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State and Federal law, the Consultant authorizes the County to withhold for any taxes other than income taxes (i.e. Medicare). All compensation received by the Consultant 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 Consultant to make the necessary estimated tax payments throughout the year, in any, and the Consultant is solely liable for any tax obligation arising from the Consultant’s performance of this Agreement. The Consultant hereby
agrees to indemnify the County against any demand to pay taxes arising from the Consultant'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 Consultant must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Consultant'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 SEPA Official determines that the Consultant has materially 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 Consultant the amount determined by the County as necessary to cure the default, until the County SEPA Official determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach of entitling Consultant to termination or damages, provided that the County promptly gives notice in writing to the Consultant of the nature of the default or failure to perform, and in no case more than ten (10) days after it determines to withhold amounts otherwise due. A determination of the County SEPA Official set forth in a notice to the Consultant of the action required and/or the amount required to cure any failure to perform shall be deemed conclusive, except to the extent that the Consultant acts within the times and in accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the County SEPA Official 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 Consultant, (3) to set off any amount so paid or incurred from amounts due or to become due the Consultant. In the event the Consultant obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Consultant by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Consultant agrees to comply with state and federal requirements, as applicable, pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payments of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

The Consultant's services shall be furnished by the Consultant 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 Consultant as an independent contractor.

The Consultant acknowledges that the entire compensation for this Agreement is specified in Exhibit A, Attachment B and the Consultant 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 of privileges afforded to employees of the County. The Consultant 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 on a Schedule C, 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.

Consultant will defend, indemnify and hold harmless the County, its officers, 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 Consultant. No portion of this contract may be assigned or subcontracted to any
other individual, firm or entity without 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 Consultant shall not operate to vest
any employment rights whatsoever and shall not be deemed to guarantee any
employment of the Consultant or any employee of the Consultant or any subcontractor or
any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:

All writings, programs, data, public records or other materials prepared by the Consultant
and/or its consultants or subcontractors, in connection with performance of this
Agreement, shall be the sole and absolute property of the County. Reuse, alteration, or
change by the County or by others, acting through or on behalf of the County, of any
such item produced shall be without liability or legal exposure to Consultant.

31.2 Patent/Copyright Infringement: Not Applicable

32.1 Confidentiality:

The Consultant, its employees, subcontractors, and their employees shall maintain the
confidentiality of all information provided by the County or acquired by the Consultant 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. Consultant
shall immediately give to the County notice of any judicial proceeding seeking disclosure
of such information. Consultant shall indemnify and hold harmless the County, its
officials, or employees from all loss or expense, including, but not limited to, settlements,
judgments, setoffs, attorneys' fees and costs resulting from Consultant'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 County
SEPA Official. 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 Consultant 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. Consultant also agrees to notify the County SEPA
Official 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 Consultant, then the Consultant agrees to notify the County SEPA Official as soon as it is practical.

34.1 **Proof of Insurance:**

The Consultant shall carry for the duration of this Agreement general liability and property damage insurance with the following limits:

- Property Damage per occurrence: $1,000,000
- General Liability & Property Damage for bodily injury: $1,000,000

A certificate of such insurance, that also identifies the County as additional insured, is on record with Whatcom County. This insurance shall be designated as primary and waive any right to subrogation. If the professional liability policy is a claims made policy it shall have a three year tail coverage for this project.

34.2 **Industrial Insurance Waiver:**

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

34.3 **Defense & Indemnity Agreement:**

The Consultant agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from any loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs upon the County, its elected or appointed officials or employees arising out of claims by third parties for damages to personal or bodily injury, including death due to the proportionate extent of the negligent acts, errors or omissions or willful misconduct by the Consultant, Consultant's employees, affiliated corporations, and subcontractors in connection with this Project.

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, sexual orientation, marital status, disability, or veteran status. The Consultant shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sexual orientation, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Consultant is governed by such laws, the Consultant shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to race, color, creed, religion, national origin, sexual orientation, marital status, 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, selections for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees place by them or on their behalf, the Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, sexual orientation, marital status, disability, or veteran status.
The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorship with no employees.

35.2 Non-Discrimination in Client Service: Not Applicable

36.1 Waiver of Noncom petition: Not Applicable

36.2 Conflict of Interest:

If at any time prior to the commencement of, or during the term of, this Agreement, Consultant 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 Agencies' interest in developing an EIS that is unbiased, fair and impartial, then the Consultant shall immediately notify the County of the conflict. The notification to the County shall be made with sufficient specificity to enable the County, Department of Ecology and the U.S. Army Corps of Engineers (for NEPA purposes) to make an informed judgment as to whether or not the EIS preparation may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Consultant to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

Consultant team must be an independent third party during preparation of the EIS. The prime contractor, CH2M HILL Engineers Inc., has no current or pending contracts nor will they engage in future contracting with either PIT or BNSF in the joint-applicants' proposed project. During the execution of scope under contract, the required disclosure and subsequent judgment of potential conflict by the Agencies, as outline above, will be required for any pending contracts or negotiations with CH2M HILL Engineers Inc.'s and PIT or BNSF. In Section 3.13 of the RFP this Consultant and subcontractors were required to disclose any current or expected future contractual relationships with the following entities:

- PIT including parent company SSA Marine Inc.
- BNSF
- Local Native American Nations or Tribes
- Federal agencies with trustee status for marine or near-shore resources
- State agencies with trustee status for marine or near-shore resources
- Environmental NGOs.

Consultant submitted its Disclosure Statement in Section 3 of its proposal. This statement is also included in this contract.

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 Consultant also agrees to comply with the applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, current at the time of execution of this agreement.

The County hereby appoints, and the Consultant hereby accepts, the Whatcom County Executive, and his designee, as the County's representative, hereinafter referred to as the County SEPA Official, 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 County SEPA Official for purposes of this agreement is:
37.2 Notice:

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

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

40.1 Modifications:

Either party my 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 Consultant 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 or 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 Consultant 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 hereafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the County SEPA Official shall be final and conclusive.

b. Notice of Potential Claims:
The Consultant shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for the happening of any event or occurrence, unless the Consultant 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 Consultant 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. Consultant 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 Consultant 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 Consultant 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.

c. Arbitration:

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

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

43.1 **Venue and Choice of Law:**

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

44.1 **Survival:**

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1., 31.2, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, up to the statute of repose in the State of Washington starting at substantial completion of the scope of services notwithstanding the termination or invalidity of this Agreement for any reason.
45.1 **Standard of Care:**

The standard of care applicable to Consultant's Services will be the degree of skill and diligence normally employed by professional Consultants or consultants performing the same or similar Services at the time said services are performed. Consultant will re-perform any services not meeting this standard without additional compensation.

45.2 **County-Furnished Data:**

County will provide to Consultant all data in County's possession relating to Consultant's services on the Project. Consultant will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by County.

45.3 **No Third-Party Beneficiaries:**

This Agreement gives no rights or benefits to anyone other than County and Consultant and has no third-party beneficiaries.

46.1 **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
Attachment A: Scope of Work – Ramp Down Plan

Contract No. 201205028 (CH2M HILL Project No. 439402)
Gateway Pacific Terminal and BNSF Custer Spur Improvements Project
GPT/Custer Spur EIS: Proposed Work Plan for Contract Suspension

Introduction
NEPA and SEPA EISs for the proposed GPT/Custer Spur project are being prepared by a consultant team led by CH2M under a contract with Whatcom County. The original contract was executed on June 12, 2012. Following scoping and alternatives analysis, the project team began impact analysis in support of NEPA and SEPA EISs for the project in summer 2015. To date, the team has submitted 11 technical reports for Co-Lead agency review; agency comments have been provided on all of those reports. Thirteen additional reports are in various stages of development. The schedule called for submittal of all reports by early May, 2016 and publication of the draft EISs in late October, 2016.

On April 1, 2016, the project team was notified that PIT was invoking, effective immediately, a contract clause that allows the applicants to suspend the contract. At the April 5th meeting, PIT and Whatcom County agreed that CH2M would prepare an estimate of “ramp-down” costs to close all work tasks. The Scope of Work outlined below identifies the consultant team’s assumptions related to project suspension and the ramp-down activities recommended to ensure that work is closed out in an orderly fashion and can be efficiently resumed at a future date.

Assumptions
• The activities described below would not be necessary were it not for the contract suspension and hence are an addition to existing contracted scopes of work.
• The current project schedule, which assumes completion of the Draft NEPA and SEPA EISs in October 2016, is no longer in force. Should work toward completion of the EIS be resumed, a new schedule will be developed.
• No deliverables will be submitted and no Co-Leads meetings will take place while the contract is suspended.

Work Activities
Reports Submitted for Co-Lead Review
As noted above, 11 technical reports have been submitted for Co-Lead review. Comments have been received on all of these reports. These 11 reports will be electronically archived along with agency review comments; no further work will be done to address the comments received.

Reports Not Submitted for Co-Lead Review
The reports that have not yet been submitted for co-lead review will be addressed in accordance with their current status. Reports that are close to completion will be archived without further technical work. For reports that were still in development by analysts at the time of contract suspension a summary of any outstanding technical issues that need to be resolved before completion will be developed by the analyst or lead. A detailed index will be developed of the status of each report, including graphics completed or in process and any input needed from other analysts. The matrix below shows the work recommended for each report, along with the approximate level of effort to prepare that report for suspension.
<table>
<thead>
<tr>
<th>Report</th>
<th>Current Status</th>
<th>Recommended Activities</th>
<th>Level of Effort (hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Tech Analyst</td>
</tr>
<tr>
<td>General Management</td>
<td>N/A</td>
<td>Prepare index of report status, including graphics and a summary of outstanding issues;</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td></td>
<td>prepare final invoice, communicate with team, etc.</td>
<td></td>
</tr>
<tr>
<td>Reports already</td>
<td>Awaiting revision</td>
<td>Archive along with agency comments</td>
<td>--</td>
</tr>
<tr>
<td>submitted</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Terrestrial Veg &amp;</td>
<td>Ready for submittal</td>
<td>Archive in submittal-ready form (SEPA only)</td>
<td>--</td>
</tr>
<tr>
<td>Wildlife</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tribal Treaty Rights</td>
<td>In senior review;</td>
<td>Archive without further review or editing; identify but do not complete graphics</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>graphics incomplete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marine Biology</td>
<td>In senior review;</td>
<td>Archive without further review or editing; identify but do not complete graphics</td>
<td>--</td>
</tr>
<tr>
<td></td>
<td>graphics incomplete</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Services and</td>
<td>In development</td>
<td>Identify outstanding issues and archive without further work</td>
<td>1</td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Greenhouse Gas</td>
<td>In development</td>
<td>Identify outstanding issues and archive without further work</td>
<td>2</td>
</tr>
<tr>
<td>Noise and Vibration</td>
<td>In development</td>
<td>Identify outstanding issues and archive without further work</td>
<td>4</td>
</tr>
<tr>
<td>Air Quality</td>
<td>In development</td>
<td>Identify outstanding issues and archive without further work</td>
<td>4</td>
</tr>
<tr>
<td>EJ</td>
<td>In development</td>
<td>Identify outstanding issues and archive without further work</td>
<td>2</td>
</tr>
<tr>
<td>HIA</td>
<td>In development</td>
<td>Identify outstanding issues and archive without further work</td>
<td>8</td>
</tr>
<tr>
<td>Water</td>
<td>In development</td>
<td>Identify outstanding issues and archive without further work</td>
<td>8</td>
</tr>
<tr>
<td>Wetlands</td>
<td>In development</td>
<td>Identify outstanding issues and archive without further work</td>
<td>8</td>
</tr>
<tr>
<td>Freshwater Fisheries</td>
<td>In development</td>
<td>Identify outstanding issues and archive without further work</td>
<td>8</td>
</tr>
<tr>
<td>Cumulative Impacts</td>
<td>In development</td>
<td>Identify outstanding issues and archive without further work</td>
<td>4</td>
</tr>
</tbody>
</table>
Cost of Ramp-Down Work Activities
The not-to-exceed cost to complete the ramp-down work activities described above is $51,085 and is based on the following rates and hours.

<table>
<thead>
<tr>
<th>Cost Estimate</th>
<th>Technical Analyst</th>
<th>PM/Leads</th>
<th>GIS</th>
<th>Admin</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Rate</td>
<td>$160</td>
<td>$205</td>
<td>$100</td>
<td>$79</td>
<td></td>
</tr>
<tr>
<td>Hours</td>
<td>49</td>
<td>154</td>
<td>18</td>
<td>125</td>
<td>346</td>
</tr>
<tr>
<td>Cost</td>
<td>$7,840</td>
<td>$31,570</td>
<td>$1,800</td>
<td>$9,875</td>
<td>$51,085</td>
</tr>
</tbody>
</table>

CH2M assumes that charges related to the ramp-down work plan will be paid when all parties agree to extend the suspension beyond the current suspension.

Deliverables
For reports that were still in development by analysts at the time of contract suspension a summary of any outstanding technical issues that need to be resolved before completion will be developed and provided to the County.

A detailed index will be developed of the status of each report, including graphics completed or in process and any input needed from other analysts, and provided to the County.

Schedule
Work will be delivered within eight weeks of execution of Amendment 5.1.
EXHIBIT A
Attachment B: Scope Budget of Phase 2 – Compensation

As consideration for the services provided pursuant to Exhibit A, Attachment A - Scope of Work – Ramp-Down Plan, the County agrees that the Consultant be compensated based on direct hours worked on the project and in accordance with the attached rates schedule below. There shall be no charge for in-house reproduction, in-house network and computers, domestic long distance telephone and fax. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed. Mileage at not to exceed IRS rate, lodging and per diem at a rate not to exceed the GSA rate for location services are provided. Reimbursement for air travel will be at coach rates. Rental car if needed will be reimbursed at not to exceed economy car rates. Reimbursement for outside reproduction and mail shall be at cost. Other reasonable expenditures such as sub-consultants, equipment rental, etc. shall be reimbursed at actual cost plus 5%. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed $51,085.00 for this Scope of Work – Ramp-Down Plan defined in Exhibit A, Attachment A. Any work performed prior to the effective date of this contract, or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the Consultant’s expense.

Consultant agrees to submit a monthly itemized billing invoice to the County SEPA Official for services rendered and costs incurred. These invoices will include details showing the services performed, the hours worked, and other chargeable expenses. It will also include a status report on how far along they are through the processes defined in the Scope of Work, Initial Portion of Phase 2.

All invoices are to be mailed and emailed to:
Whatcom County Planning and Development Services
Attn: Tyler Schroeder, SEPA Official
5280 Northwest Ave.
Bellingham, WA 98226

After the invoices are reviewed by the County SEPA official, the County will submit each month to the Escrow Agent the amount to be released to the Consultant. A copy will also be provided to the Applicant for their records fourteen (14) days prior to the request being submitted to the Escrow Agent. The Escrow Agent shall release the amount specified within ten (10) days of the receipt of the billing. Payment shall be made to via wire to CH2M Hill Engineers, Inc.
### TITLE OF DOCUMENT:
Pacific International Terminals, Inc. and BNSF Railway Company Contract Amendment

### ATTACHMENTS:
Contract Amendment

### 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 authorization for the County Executive to amend the contract between Pacific International Terminals, Inc. and BNSF Railway Company for reimbursement of all costs and fees of the scope of work and budget of phase 2. Please refer to memo included with the CH2M Hill Engineers contract included on Council’s September 13, 2016 agenda.

### 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](http://www.co.whatcom.wa.us/council)
# WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Planning and Development Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administrator:</td>
<td>Tyler Schroeder</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Pacific International Terminals, Inc. and BNSF Railway Company</td>
</tr>
</tbody>
</table>

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

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

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

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

**County Grant Administrator**

**Extension #:**

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

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

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

**Contract**

**Cost Center:** N/A

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

**If yes, indicate exclusion(s) below:**
- Professional services agreement for certified/licensed professional
- Contract less than $100,000.
- Contract work is all performed outside U.S.
- Work related subcontract less than $25,000.
- Interlocal Agreement (between Govt’s)
- Public Works - Local Agency/Federally Funded FHWA

### Contract Amount:

<table>
<thead>
<tr>
<th>sum of orig contract amount and any prior amendments</th>
<th>$11,156,222.18</th>
</tr>
</thead>
<tbody>
<tr>
<td>This Amendment Amount:</td>
<td>$51,085.00</td>
</tr>
<tr>
<td>Total Amended Amount:</td>
<td>$11,207,307.18</td>
</tr>
</tbody>
</table>

**Contracts that require Council Approval (incl. agenda bill & memo):**
- Professional Services Agreement above $25,000.
- Bid is more than $40,000.
- Amendments that have either an increase greater than 10% or Provide a $10,000 increase in amount (whichever is greater)

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

### Summary of Scope:

This contract is between Whatcom County, Pacific International Terminals, Inc., and BNSF Railway Company for reimbursement of all costs and fees of the Scope of Work & Budget of Phase 2 which continues preparation of the Environmental Impacts Statements (EISs) under the National Environmental Policy Act and State Environmental Policy Act for the Gateway Pacific Terminal and BNSF Custer Spur Improvements Project.

**Term of Contract:** Expiration Date: March 13, 2017

### Contract Routing Steps & Signoff:

1. Prepared by:
2. Attorney reviewed:
3. AS Finance reviewed:
4. IT reviewed, if IT related:
5. Corrections made:
6. Attorney signoff:
7. Contractor signed:
8. Submitted to Exec Office:
9. Council approved (if necessary):
10. Executive signed:
11. Contractor Original Returned to dept:
12. County Original to Council:

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AMENDMENT NO. 5.1 TO CONTRACT NO. 201205029
FOR REIMBURSEMENT OF COSTS AND FEES
FOR EIS PREPARATION: SCOPE & BUDGET OF PHASE 2

King County Contract No. 201205029
Amendment No. 5.1
AMENDMENT NO. 5.1 TO 
AGREEMENT BETWEEN 
WHATCOM COUNTY, 
PACIFIC INTERNATIONAL TERMINALS, INC., AND 
BNSF RAILWAY COMPANY FOR REIMBURSEMENT OF 
COSTS AND FEES

This Amendment No. 5.1 to the June 12, 2012 Agreement for Reimbursement of Costs and Fees ("Amendment No. 5.1") is made as of the date executed below (the "Effective Date") by and between Whatcom County (the "County"), Pacific International Terminals, Inc. and BNSF Railway Company ("BNSF Railway") (collectively, the "Parties").

RECITALS

A. Whereas the Parties executed an Agreement for Reimbursement of Costs and Fees (the "Agreement") on June 12, 2012 and a subsequent Amendment No. 1 executed on January 25, 2013, Amendment No. 2 executed on March 21, 2013, Amendment No. 3 executed on July 11, 2013, Amendment No. 4 executed on February 27, 2014 and Amendment No. 5 executed on June 2, 2015 whereby the Parties agreed to pay for the preparation of an Environmental Impact Statement ("EIS") for the proposed Gateway Pacific Terminal Project and Custer Spur Improvements Project on terms described in the Agreement;

B. Whereas, the County and the Parties agreed in writing via email confirmations on May 31, 2013 to extend the original contract date from May 31, 2013 to June 30, 2013; and again confirmed via email on June 28, 2013 to extend the contract date from June 30, 2013 to July 31, 2013; and again confirmed via email from July 31, 2013 to October, 2013; and again via email from October 31, 2013 to February 28, 2014; and again via email from April 30, 2015 to May 30, 2015; and again via email from May 30, 2015 to June 6, 2015; and again via email from May 30, 2016 to July 30, 2016; and again via email from July 30, 2016 to August 31, 2016;

C. Whereas, on July 3, 2013, the U.S. Army Corps of Engineers ("Corps") issued a Memorandum of Record finding that the scope of analysis and extent of impact evaluation for the National Environmental Policy Act ("NEPA") EIS would be both project sites and any offsite areas that may be used for compensatory mitigation;

D. Whereas, on July 31, 2013, the Washington State Department of Ecology ("Ecology") issued a statement finding that the scope of analysis and extent of impact evaluation for the State Environmental Policy Act ("SEPA") EIS would require an assessment of (i) rail transportation on other representative communities in Washington and a general analysis of out-of-state rail impacts; (ii) how the project would affect human health in Washington; (iii) cargo-ship impacts beyond Washington waters; and (iv) greenhouse gas emissions of end-use coal combustion;
E. Whereas, at the request of the Corps, a NEPA EIS will be prepared under the Agreement at the direction of the Corps, separate and apart from the SEPA EIS, resulting in the preparation of a NEPA EIS and a SEPA EIS;

F. Whereas, the County and Ecology have no objections to the preparation of a separate NEPA EIS by the same EIS contractor developing the SEPA EIS;

G. Whereas, BNSF Railway reserves its right to challenge the SEPA EIS and any related agency actions at any time, and in any forum;

H. Whereas, the County has requested that Pacific International Terminals, Inc. and BNSF Railway amend the Agreement to fund the Phase 2 of the Scope of Work, enabling preparation of the EISs;

I. Whereas the Agreement, the Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 (and this Amendment No. 5.1) is a reimbursement contract with no County money expended;

J. Whereas Section 3.11 of the Agreement provides that any amendments to the Agreement, including work beyond that described in Attachment A of the Agreement, shall be only mutually agreed by the Parties and the County in writing; and

K. Whereas the interests of Pacific International Terminals, Inc. and the real property where the project is being proposed has been transferred to Pacific International Holdings, LLC, a wholly owned subsidiary of Pacific International Terminals, Inc., the undersigned has signature authority for the new entity and Section 3.12 of the Agreement binds "all successors and assigns to Pacific International Terminals, Inc.";

L. Whereas, on May 9, 2016, the Corps announced its intent to terminate development of its EIS;

M. Whereas, on April 1, 2016, Pacific International Terminals, Inc. notified the County under section 3.5 of the Agreement of its intent to suspend the Agreement for a period of 45 days while the Parties developed a mutually-agreeable amendment; and

N. Whereas the County submits Attachment A showing the detailed Amendment No. 5.1 to the Agreement.

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

1. Pacific International Terminal's Inc. agrees to pay the County direct out-of-pocket expenses for preparation of both EISs (including such postage, transportation, copying, printing and the like) and County staff costs for preparation of both EISs at $100/hour.

2. The Agreement and the subsequent Amendment No. 1, No. 2 and No. 3 provided for the expenditure of up to $1,851,209.84 for work completed during Phase 1 and Interim Scope of work Phase 2A. The budgeted amount for Phase 2A Amendment No. 4 was $7,238,701.34, of which $3,115,515 is required for preparation of the draft NEPA EIS, and $4,123,186 is required for preparation of the draft SEPA EIS. Amendment No. 5 was for $2,066,311 and this amendment No. 5.1 is for $51,085.00 to accomplish the work plan for contract suspension.
3. This Amendment No. 5.1 shall be executed by the Whatcom County Council without further modification by the Whatcom County Executive or Whatcom County Council.

4. This Amendment No. 5.1 may be executed in identical counterparts. Each of the counterparts will be deemed an original for all purposes and all counterparts will collectively constitute one agreement.

5. The Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 and this Amendment No. 5.1 constitute the entire agreement of the Parties regarding matters in these documents. Except as expressly provided herein, nothing in this Amendment No. 5.1 alters any of the obligations of the Parties contained in the Agreement.

6. Each signatory to this Amendment No. 5.1 certifies that he or she is authorized to execute this Amendment No. 5.1 and to legally bind the party he or she represents, and that such party shall be fully bound by the terms hereof upon such signature without any further act, approval, or authorization by such party.

7. By signing this amendment, BNSF Railway in no way consents to jurisdiction of Ecology or County over any BNSF Railway action, the BNSF Railway system, or the Custer Spur Improvements Project, nor does BNSF Railway waive any legal rights or arguments under the Agreement to challenge the SEPA EIS or any related processes pertaining to its proposed action. BNSF Railway's participation in the Agreement and this Amendment No. 5.1 shall not establish any precedent under State or Federal law. It is understood by the Parties that BNSF is to be considered a cooperating party with the understanding that no further technical analyses will be performed during the term of this Agreement, unless mutually agreed upon by all Parties to this Agreement. The Agreement and this Amendment No. 5.1 shall not be cited by any party, including the State of Washington, for any purpose except to implement the terms of the Agreement between the parties, and to enforce the terms of this Agreement. This provision shall survive any termination of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 5.1 this ___ day of __________, 2016.
APPLICANT

Pacific International Terminals, Inc.

Bob Watters,
Senior Vice President

Date
8-30-2014

STATE OF WASHINGTON

COUNTY OF King

On this 30th day of August, 2016, before me personally appeared to me known to be the Senior Vice President of Pacific International Terminals, Inc. and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

ELIZABETH A. PROCTOR
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES DECEMBER 31, 2017

My commission expires 12-31-17.

Bremerton, WA
APPLICANT

BNSF Railway Co.

Paul B. Anderson,
Vice President, Marketing Support

STATE OF TEXAS
COUNTY OF Tarrant

On this 31st day of August, 2016, before me personally appeared to me known to be the Vice President of BNSF Railway Co. and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Joyce K. Malmgren
NOTARY PUBLIC in the State of Texas,
residing at
Tarrant County, Fort Worth, TX

My commission expires 10-14-2016.
WHATCOM COUNTY

Approved as to form:

Royce Buckingham
Whatcom County Prosecuting Attorney

Date
8-31-16

Accepted for Whatcom County:

________________________________________
Jack Louws,
Whatcom County Executive

Date

STATE OF WASHINGTON )
COUNTY OF ____________ ) ss.

On this _____day of _____________, 2016, before me personally appeared Jack Louws, to me known to be the County Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in the State of Washington, residing at

________________________________________

________________________________________

My commission expires ________________.
ATTACHMENT A

Amendment No. 5.1 of Contract #201205028 between CH2M HILL Engineers, INC. and WHATCOM COUNTY for the Scope of Work and Budget of Phase 2A to continue the preparation of an Environmental Impact Statement Development to comply with NEPA and SEPA regarding the proposed Gateway Pacific Terminal and BNSF Custer Spur Modification Project.
ATTACHMENTS:
Services Agreement – 2 originals
Contract Information Sheet
Executive Memo
SEPA review required? ( ) Yes ( X ) NO
SEPA review completed? ( ) Yes ( X ) NO
Should Clerk schedule a hearing? ( ) Yes ( X ) NO
Requested Date:

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

To provide emergency management services to the Ferndale School District @ $40,000/year for three years.

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.
# Whatcom County Contract Sheet

**Originating Department:** Sheriff's Office  
**Division/Program:** (i.e. Dept. Division and Program) Emergency Management  
**Contract or Grant Administrator:** John Gargett  
**Contractor's / Agency Name:** Ferndale School District  

### General Information

- **Is this a New Contract?** Yes ☒ No ☐  
- **If No, 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 3.06.610, 3.08.090 and 3.08.100)  
- **Is this a grant agreement?** Yes ☒ No ☐  
- **If Yes, grantor agency contract number(s):**  
- **CFDA#:**  
- **Is this contract grant funded?** Yes ☒ No ☐  
- **If Yes, Whatcom County grant contract number(s):**  
- **Is this contract the result of a RFP or Bid process?** Yes ☐ No ☒  
- **If Yes, RFP and Bid number(s):**  
- **Contract:**  
- **Cost Center:**  
- **Is this agreement excluded from E-Verify?** No ☐ Yes ☒  
- **If No, include Attachment D Contractor Declaration form.**  

### Exclusion Information

If YES, indicate exclusion(s) below:

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

**Contract Amount (sum of original contract amount and any prior amendments):** $120,000  
**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.

### Scope of Work

Summary of Scope: To provide emergency management services to the Ferndale School District @ $40,000/year for three years.

### Term of Contract

**Term of Contract:** Three-Year  
**Expiration Date:** 12/31/2018

### Contract Routing

1. Prepared by: F Burkhart  
2. Attorney signoff: [Signature]  
3. AS Finance reviewed: [Signature]  
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:  

**Date:** 08/08/2016  
**Date:** 8/24/16  
**Date:** 8/22/16  
**Date:** 8/19/16  
**Date:** 7/24/16  
**Date:**

Last edited 02/10/16
MEMO

To: Jack Louws, County Executive
From: Sheriff Bill Elfo, Director
      John Gargett, Deputy Director
Subject: Ferndale School District Emergency Management Services Contract
Date: August 8, 2016

The attached Contract for Services Agreement specifies the terms whereby the Whatcom County Sheriff’s Office Division of Emergency Management (WCSO-DEM) will provide emergency management services to the Ferndale School District.

WCSO-DEM will provide emergency management services that, as detailed in Exhibit A: Scope of Work, include planning, training, and exercise deliverables.

The Ferndale School District will pay WCSO-DEM $40,000 per year for these services.

This is a three-year contract and runs from 01/01/2016 through 12/31/2018.

Please contact John Gargett (jgargett@co.whatcom.wa.us, 778-7160) if you have any questions.
CONTRACT FOR SERVICES AGREEMENT
(Whatcom County Sheriff's Office to Provide Emergency Management Services)

__Ferndale School District__, hereinafter called Requestor and/or Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

Exhibit A - Scope of Work

Copies of Exhibit A is 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__, 2018.

The general purpose or objective of this Agreement is to: _provide emergency management services to the Ferndale School District (FSD) in the City of Ferndale, WA and Whatcom County, WA._

The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Billings shall be for a fixed annual cost of $40,000.00 per year, to be billed semi-annually.

Payment for Services. The County shall bill the Requester for services provided and shall send billings to the Requester billing address identified in this Agreement. The Requester shall reimburse the County within 30 days of receipt of billing from the County.

Agreement Alterations and Amendments. The County and the Requester may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the County and the Requester.

Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.

Governing Law. This Contract shall be governed in all respects by the laws of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Whatcom County, State of Washington.

INSURANCE. The CONTRACTOR shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the Washington State Insurance Commissioner pursuant to Title 48 RCW. The Contracting Party with the County/Requestor in this contract, shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums: Property Damage per occurrence - $1,000,000.00 General Liability & Property Damage for bodily injury- $3,000,000.00

A Certificate of Insurance and Endorsements must be provided that identifies the County as a named additional insured in the Contractor’s insurance policy. This insurance shall be primary and shall waive all rights of subrogation. The County insurance shall be noncontributory. Proof of insurance requirements shall be provided by a Certificate of Insurance and Endorsements. Contractor must submit Certificate of Insurance and Endorsements as described above to the County prior to the commencement of any work on this project.

Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County, including its employees and other agents and agencies. It is further agreed by the parties that insurance companies issuing the policy or policies required by this Agreement shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.
Excepting the Worker's Compensation Insurance and any Professional Liability Insurance secured by the CONTRACTOR, the SHERIFF'S OFFICE will be named on all policies as an additional insured. The CONTRACTOR'S insurance required by this Section shall be in all circumstances primary to any coverage for third-party liability claims or actions provided to the SHERIFF'S OFFICE and/or the COUNTY by the County's membership in a Ch. 48.62 RCW "Risk Pool." The CONTRACTOR shall furnish the SHERIFF'S OFFICE with verification of insurance and endorsements required by the AGREEMENT. The SHERIFF'S OFFICE reserves the right to require complete, certified copies of all required insurance policies and any endorsements at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the SHERIFF'S OFFICE.

Any coverage for third party liability claims provided to WHATCOM COUNTY or its SHERIFF by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County.

INDEMNIFICATION.

A. General. Contractor shall defend, indemnify, and hold Whatcom County, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including all legal costs and attorney fees, arising out of or in connection with the County's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of Whatcom County or its officers or employees.

It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver.

B. Indemnification and the Public Duty Doctrine. Contractor understands that, pursuant to the legal doctrine in Washington called the "public duty doctrine," Whatcom County, its Sheriff’s Office, and its officers and employees of the Whatcom County Sheriff's Office, owe a general duty to the public and not a specific duty of protection or care to the Contractor. Contractor understands that by entering into this Agreement, the Sheriff's Office's, its Emergency Management Staff duties are to the public in general, and neither Whatcom County, its Sheriff's Office, nor any of its officers or employees have a specific duty of protection or care to the Contractor, its employees, subcontractors, and agents, or any of its guests, or other people on the premises of the Contractor. Moreover, neither Whatcom County, its Sheriff's Office, nor any officer or employee of Whatcom County guarantees, in any way, the safety of any person or property as a result of the work performed under this Agreement. In the event of injury to any person or property, Contractor shall not assert that Whatcom County, its Sheriff's Office, or its Emergency Management Staff owed any special duty to protect persons or property or provide care for such persons or property or had any special relationship with the owner or any other person to protect persons or property. This Agreement shall in no way create a duty for Whatcom County its Sheriff's Office, or its Emergency Management Staff, or any of its officers or employees where none previously existed. In the event Whatcom County is sued, and a court determines that the public duty doctrine does not apply, or an exception to the public duty doctrine exists with relation to an injury to the person or property of any employee, subcontractor, guest, or other person on the premises of Contractor or on the public roadway which relates to the performance of this Agreement, Contractor shall specifically indemnify, hold harmless, and defend Whatcom County its Sheriff's Office, and each and every officer and employee thereof to the full extent permitted by law.

The provisions of this Indemnification provisions shall survive the expiration or termination of this Agreement.

PARTIES ARE INDEPENDENT. The parties agree that neither shall be considered an employee or agent of the other.

Survival of Indemnity Obligations. Contracting Party with the County in this contract agrees all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

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 Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of either party 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.
CONTRACTOR'S BUSINESS PERFORMED AT ITS OWN RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, guests, and all persons on Contractor's property and invitees at all times when Emergency Management staff or Sheriff's Office personnel are performing services pursuant to this Agreement.

EMERGENCY INTERRUPTIONS IN SERVICE. Emergency Management Staff and Sheriff's Office personnel performing services called for in this Agreement shall at all times be subject to the rules, regulations, and policies of Whatcom County and its Sheriff's Office, and shall be required to follow the orders of supervisors and command staff. Contractor understands that Emergency Management Staff and Sheriff's Office personnel, while performing services pursuant to this Agreement may, from time to time, be required to perform traditional duties for the benefit of the greater public. Therefore, from time to time, Emergency Management Staff and Sheriff's Office personnel performing services for Contractor may be required to respond to emergencies and abandon the services being called for under this Agreement.

Termination. Either party may terminate this agreement upon ninety (90) days written notice to the other party.

Compliance with Laws. Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

Compliance with Civil Rights Laws. During the period of performance for this Agreement, both parties shall comply with all federal, state, and local laws nondiscrimination laws.

MISCELLANEOUS PROVISIONS.

Non-Waiver of Breach. The failure of Whatcom County to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference, or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the Whatcom County Superior Court, Whatcom County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties’ performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law, provided, however, nothing in this paragraph shall be construed to limit the right of the Whatcom County Sheriff's Office to indemnification under this Agreement.

Written Notice. All written notices required under this agreement shall be sent to the parties at the addresses listed on the signature pages of the Agreement or forwarded electronically to the emails of the parties listed, and notices shall be deemed received three (3) business days after the date sent.

Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the Whatcom County Sheriff's Office and the Contractor.

Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this and the provisions of this Agreement are declared to be severable.

Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits or Attachments attached hereto or referenced herein, shall supersede all prior verbal statements of any officer or other representative of the Whatcom County Sheriff's Office and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits or Attachments to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail. Further, the representative signing this Agreement on behalf of Contractor swears and affirms that he or she is authorized to enter into this Agreement on behalf of Contractor and that action is binding on the Contractor.
IN WITNESS WHEREOF, the parties have executed this Agreement this 12th day of August, 2016.

CONTRACTOR INFORMATION

[Signature]
Mark Deebach
Ferndale School District

Date
8/15/16

Mailing Address:
6041 Vista Drive
Ferndale, WA 98248

Contact Administrator / Contact Name: Mark Deebach
Executive Director for Business & Support Services
Contact Phone: 360-383-9224
Contact Email: mark.deebach@ferndalesd.org

WHATCOM COUNTY:
Recommended for Approval:

[Signature]
Whatcom County Sheriff
Date
8/19/16

Approved as to form:

[Signature]
Prosecuting Attorney
Date
8/24/16

Approved:
Accepted for Whatcom County

By:
Jack Louws, Whatcom County Executive
Date

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 ________________________.
EXHIBIT "A"
(SCOPE OF WORK)

The Whatcom County Sheriff's Office, Division of Emergency Management (WCSO-DEM), will provide the following services to the Ferndale School District FSD:

**Risk Assessment and Impact Analysis (RAIA)** - The WCSO-DEM will provide an annual update to the RAIA for the FSD to include all risks that impact the ability of the FSD to deliver educational services. This RAIA will be completed each year and presented to the FSD as a basis for the Risk, Safety Security, Emergency and Crisis Management Planning that is a continuing and ongoing effort.

**Risk, Safety Security, Emergency and Crisis Management Plan (R-SEC Plan) Update** - The WCSO-DEM will provide an annual update to the R-SEC Plan for the FSD based upon changes from the RAIA, personnel, and regulatory requirements. This R-SEC Plan will be completed by December 31 of each year as an annual update. Changes that are required during the year (such as additional action guidelines) will be issued as needed.

**Annual Risk, Safety Security, Emergency and Crisis Management Plan (R-SEC Plan) Workshop** - The WCSO-DEM will provide an annual one-day workshop which will be held at the Whatcom Unified Emergency Coordination Center that will include each of the Schools, Facilities and public agencies that are responsible for R-SEC Planning within the FSD. The output of this workshop will be updated school plans specific to each location, building and staff.

**Assessment and Audit Exercise Design & Conduct** - The WCSO-DEM will provide exercise design for the FSD to include at least one full-scale or functional exercise and three table-top exercises each calendar year. The specific locations and scenarios will be determined by the FSD Safety Advisory Committee.

**Ferndale School District Security Improvement Planning** - The WCSO-DEM will provide ongoing Security Improvement Planning with the FSD, following the recommendations contained in the security improvement plan provided by the FSD consultant report conducted in 2015. This work will include at least one annual assessment of each school.

**Ferndale School District Emergency Preparedness Improvement Planning** - The WCSO-DEM will provide ongoing Emergency Preparedness Improvement Planning with the FSD for each school to include a site visit to each location and an assessment of the schools’ capacity to support students, visitors, staff and faculty needs during and following a significant event such as an earthquake, winter storm or chemical emergency. This annual site visit will include a summary report of the preparedness level for each location.

**Chair the Ferndale School District Safety Advisory Committee Meetings** - The WCSO-DEM will chair the monthly FSD SAC Meetings to include the preparation of the agenda, conducting the meeting, and issuing meeting minutes.

**Preparation of Annual Risk, Safety Security, Emergency and Crisis Management Improvement Plan** - The WCSO-DEM will prepare an annual Improvement Plan that will be used for FSD planning for improvements to its R-SEC program. This plan will be the guide for the FSD both in terms of short term improvements that can be undertaken with existing budgets as well as a guide for capital improvements.

**Costs**

The cost for this scope of work is $40,000 per year based on a three-year contract.
WHATCOM COUNTY COUNCIL AGENDA BILL

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>
<tbody>
<tr>
<td>G. Stoyka</td>
<td>GSS</td>
<td>8/1/16</td>
<td></td>
<td>9/3/16</td>
<td>Finance/Council</td>
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<td>Division Head:</td>
<td>G. Stoyka</td>
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<td>Dept. Head:</td>
<td>J. Hutchings</td>
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<td>Prosecutor:</td>
<td>D. Gibson</td>
<td>8/5/16</td>
<td></td>
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<tr>
<td>Purchasing/Budgets:</td>
<td>B. Bennett</td>
<td>8/31/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td>J. Louws</td>
<td>8/2/16</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

TITLE OF DOCUMENT:
Interlocal agreement with the City of Bellingham for management and operation of the joint City-County aquatic invasive species (AIS) boat inspection program at Lakes Whatcom and Samish.

ATTACHMENTS:
- Memo
- Contract Information Sheet
- Interlocal Agreement

SEPA review required? ( ) Yes ( X ) NO
SEPA review completed? ( ) Yes ( ) NO
Should Clerk schedule a hearing? ( ) Yes ( X ) NO
Requested Date:

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

Public Works staff will present an interlocal agreement with the City of Bellingham in which the City will manage the AIS Watercraft Inspection Program for Lakes Whatcom and Samish under a joint City-County AIS Program. The City will schedule and staff outreach and inspection activities and other related events at locations throughout 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.
MEMORANDUM

TO: The Honorable Jack Louws, Whatcom County Executive
    Honorable Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary Stoyka, Natural Resources Manager

RE: Interlocal Agreement between Whatcom County Flood Control Zone District and the City of Bellingham: Aquatic Invasive Species Program

DATE: August 1, 2016

Enclosed are two (2) originals of an Interlocal Agreement between Whatcom County and the City of Bellingham for your review and signature for implementation of the joint City-County AIS program for the 2016 boating season. Public Works respectfully requests that the County Executive, acting for the Whatcom County Flood Control Zone District (FCZD) Board of Supervisors, execute the attached amendment.

- **Background and Purpose**
  The Public Works Department has been working with the City of Bellingham to coordinate efforts to provide boat inspections services and outreach to watercraft users as part of the Aquatic Invasive Species (AIS) Prevention Program. Under this Interlocal Agreement Whatcom County will reimburse the City for managing and operating the AIS Watercraft Inspection Program. The City will also coordinate education and outreach activities throughout the County.

- **Funding Amount and Source**
  This contract agreement shall not exceed $95,000 in total cost. Funding is provided in the Natural Resources Program budget (Fund 169120).

Please contact Gary Stoyka at extension 6218 if you have any questions or concerns regarding the terms of this agreement.

End.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program/Project: (i.e. Dept. Division and Project)</td>
<td>Natural Resources</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Gary Stoyka</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>City of Bellingham</td>
</tr>
</tbody>
</table>

Is this a New Contract? Yes [X] No [ ]
If not, is this an Amendment or Renewal to an Existing Contract? Yes [X] No [ ]
If Amendment or Renewal, (per WCC 3.08.100 (a)) 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 [ ]
If yes, RFP and Bid number(s): Contract Cost Center: 169120

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.
- [X] 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): $ 95,000

This Amendment Amount: 

Total Amended Amount: 

**Summary of Scope:** The City of Bellingham will manage the AIS Watercraft Inspection Program for Lakes Whatcom and Samish under a joint City-County AIS Program. The City will schedule and staff outreach and inspection activities and other related events at locations throughout the county.

**Term of Contract:** 04/01/16-12/31/16
**Expiration Date:** 12/31/16

**Contract Routing:**
1. Prepared by: Gary Stoyka Date: 8/1/16
2. Attorney signoff: Daniel L. Gibson Date: 08/31/16
3. AS Finance reviewed: jbennett Date: 8/2/16
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: 

[Signature]

[Signature]
INTERLOCAL AGREEMENT BETWEEN
WHATCOM COUNTY AND THE CITY OF BELLINGHAM FOR
AQUATIC INVASIVE SPECIES PROGRAM COORDINATION

WHEREAS, the City of Bellingham (City) and Whatcom County (County) have a mutual interest in protecting water resources in the Lake Whatcom and Lake Samish Watersheds; and

WHEREAS, Aquatic Invasive Species (AIS) are capable of impacting water quality, recreational use, public and private water supply systems, and the aquatic ecology of Lake Whatcom and Lake Samish; and

WHEREAS, the City and the County have committed resources to addressing AIS issues in Lake Whatcom and Lake Samish; and

WHEREAS, the risk of AIS introductions into Lake Whatcom and Lake Samish can be reduced by education of watercraft users and inspection of watercraft prior to launching; and

WHEREAS, the City and the County each have agreed to incur separate AIS program costs that are not included in this Agreement; and

WHEREAS, a coordinated effort to efficiently provide boat inspection and outreach services, including a sharing of some program costs, is needed to prevent the introduction of AIS into Lake Whatcom and Lake Samish.

NOW, THEREFORE, Whatcom County and the City of Bellingham agree as follows:

1. SCOPE OF WORK

Task 1 - Administration: The City will manage the AIS watercraft inspection program on behalf of the City and County.

Task 2 – Outreach: The City will schedule and staff education, outreach and inspection activities, and other related events, at mutually agreed locations in W County.
Task 3 – Reporting: Periodic reports of the program’s status will be provided to the County.

2. TERM

(a) This agreement shall be effective April 1, 2016 and shall continue through December 31, 2016. The Agreement shall only be renewed, in writing, on terms then agreed to by the parties. The term shall be as stated in the Agreement regardless of the date of signature.

(b) This Agreement may be terminated for convenience by either party after giving of ninety (90) days written notice to the other party whereupon payment for time and effort expended up to and including the date of termination shall be paid in full.

(c) This agreement may be terminated for cause by either party after giving the defaulting party thirty (30) days written notice of default and an opportunity to cure.

3. PAYMENT

(a) As compensation for the services specified in the Scope of Work, the County shall reimburse the City for two-fifths (2/5) of the actual labor, equipment, and material expenses incurred for the AIS program, up to a maximum amount of Ninety Five THOUSAND DOLLARS ($95,000). The maximum amount payable under the Agreement of $95,000 may not be exceeded unless agreed to in writing by each party. The following City expenses are eligible for reimbursement:

1. Inspector and Outreach Labor Costs
2. AIS Coordinator Labor Costs
3. Early Detection Monitoring Costs
4. Lake Risk Assessment Costs
5. Education and Outreach Costs
6. Associated Equipment and Supply Costs

(b) Payments to the City will be made quarterly based on invoices submitted to the County.

(c) The County shall promptly review and process invoices in accordance with its usual procedures.

(d) A short program update shall accompany each invoice.

4. PERSONS RESPONSIBLE FOR ADMINISTRATION OF THE AGREEMENT
The persons responsible for administration of this Agreement shall be:

Clare Fogelson
Natural Resources Policy Manager
Public Works Department
City of Bellingham
2200 Nevada Street
Bellingham, WA 98229
Phone: (360) 778-7965
Fax: (360) 778-7801

Gary Stoyka
Natural Resources Manager
Public Works Department
Whatcom County
322 N. Commercial St., Ste 110
Bellingham, WA 98225
Phone: (360) 676-6876
Fax: (360) 738-2468

5. LEGAL RELATIONS

In performing the services outlined in this Agreement, neither party is acting as the agent or employee of the other; rather, each party is acting as an independent contractor. Each party agrees to defend, indemnify, and hold harmless as to all claims for damages arising out of activities it undertakes arising out of this Agreement.

6. LIABILITY

The City agrees to release, defend and indemnify the County from any claims, damages or liabilities arising out of the acts or omissions of the City, its staff members and its contractors in the performance of this Agreement. Likewise, the County agrees to defend and indemnify the City from any claims, damages or liabilities arising out of the acts or omissions of the County, its staff members and its contractors in the performance of this Agreement.

7. MODIFICATIONS

The terms of this Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

8. APPLICABLE LAW

In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and the venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.

9. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term,
condition, or application. To this end the terms and conditions of this Agreement are declared severable.

10. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

11. RECORDATION

Upon execution of this Agreement, the County shall file a copy of it with the office of its County Auditor pursuant to the requirements of RCW 39.34.

EXECUTED this ______ day of September, 2016 for WHATCOM COUNTY:

__________________________________________
Jack Louws
County Executive

DEPARTMENTAL APPROVAL:  

__________________________________________  APPROVED AS TO FORM:
Jon Hutchings  
Public Works Director  
Daniel L. Gibson  
Prosecuting Attorney's Office
EXECUTED this 25th day of May, 2016 for CITY OF BELLINGHAM:

Kelli Linville
Mayor

DEPARTMENTAL APPROVAL:

Ted Carlson
Director

ATTEST:

Susan McDonald
Finance Director

APPROVED AS TO FORM:

Office of the City Attorney
TITLE OF DOCUMENT: Contract For Services With Geneva Consulting Services

ATTACHMENTS: Memo
Contract

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

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

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


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

THROUGH: Jon Hutchings, Director

FROM: Gary S. Stoyka, Natural Resources Program Manager

RE: WR1A 1 Watershed Management Plan Implementation and Website Modifications Contract

DATE: August 24, 2016

Requested Action
Enclosed are two (2) originals of a contract between Whatcom County and Geneva Consulting Services for your review and signature.

Background and Purpose
The work in this contract consists of implementation of activities requested by the WR1A 1 Planning Unit to the Whatcom County Council in a memorandum dated June 22, 2016. These activities include an assessment of the status of implementation actions included in the WR1A 1 Watershed Management Plan and completion of related updates to the WR1A 1 website. The Whatcom County Council authorized implementation of this work at the Surface Water Work Session on July 19, 2016. Activities requested by the Planning Unit that are not included in this contract are still being evaluated.

Funding Amount and Source
The budget for this contract amendment is $20,475.00. The Whatcom County Council "earmarked" $30,000 for Planning Unit work plan implementation in the 2016 council budget. Funding for this contract would come from that budget.

Please contact Gary Stoyka at extension 6218, if you have any questions or concerns regarding the terms of this agreement.

Encl.
**WHATCOM COUNTY CONTRACT**

**INFORMATION SHEET**

**Originating Department:** Public Works

**Program/Project:** (i.e. Dept. Division and Project) WRIA 1 Planning Unit 2016 Work Request Activities

**Contract or Grant Administrator:** Gary Stoyka

**Contractor’s / Agency Name:** Geneva Consulting Services

**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):** RFQ 15-01

**Contract Cost Center:** 1100

**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.
- 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.**

**Contract Amount:(sum of original contract amount and any prior amendments):** $20,475.00

**This Amendment Amount:**

**Total Amended Amount:**

**Summary of Scope:** Provide meeting support to the Watershed Staff Team and Joint Board.

**Term of Contract:**

<table>
<thead>
<tr>
<th>Contract Routing</th>
<th>Expiration Date: 12/30/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by: Gary Stoyka</td>
<td>Date: 8/24/16</td>
</tr>
<tr>
<td>2. Attorney signoff: Daniel L. Gibson</td>
<td>Date: 8/26/16</td>
</tr>
<tr>
<td>3. AS Finance reviewed: bbennett</td>
<td>Date: 8/30/16</td>
</tr>
<tr>
<td>4. IT reviewed (if IT related):</td>
<td>Date: 8/30/16</td>
</tr>
<tr>
<td>5. Contractor signed: ✔</td>
<td>Date: 8/31/16</td>
</tr>
<tr>
<td>6. Submitted to Exec.: ✔</td>
<td>Date:</td>
</tr>
<tr>
<td>7. Council approved (if necessary):</td>
<td>Date:</td>
</tr>
<tr>
<td>8. Executive signed:</td>
<td>Date:</td>
</tr>
<tr>
<td>9. Original to Council:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
CONTRACT FOR SERVICES AGREEMENT
Geneva Consulting Services

Geneva Consulting Services, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:
General Conditions, pp. 1 to 8
Exhibit A (Scope of Work), pp. 9 to 9
Exhibit B (Compensation), pp. 10 to 12
Exhibit C (Certificate of Insurance)

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

The term of this Agreement shall commence on the 15th day of September 2016, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 30th day of December 2016.

The general purpose or objective of this Agreement is to: WRIA1 Watershed Management Plan Implementation and Website Modifications, 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 $20,475.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of ______________, 20___

CONTRACTOR:

Becky Peterson
Geneva Consulting Services

STATE OF WASHINGTON  }  
COUNTY OF ______________  }

On this ___ day of ___ 20___ before me personally appeared [Proponent] to me known to be the [Title] of ______________ (Company) and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

Contract for Services Agreement.
Geneva Consulting Services

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WHATCOM COUNTY:
Recommended for Approval:

[Signature] 8/30/16
Department Director Date

Approved as to form:

[Signature] 8/31/16
Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: ______________________________
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  )
COUNTY OF WHATCOM  )

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

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

CONTRACTOR INFORMATION:

Geneva Consulting Services ________________________________
Firm Name

Rebecca Peterson ________________________________
Sole Proprietor

Address:
1020 Austin Street
Bellingham, WA 98229

Mailing Address:

Contact Name: Becky Peterson ________________________________
Contact Phone: 360-392-1301 ________________________________
Contact Email: genvaconsulting@comcast.net ________________________________
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.
Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit 'B'.

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

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

22.1 Withholding Payment:
In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due 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 expenses accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

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

30.2 Assignment and Subcontracting:
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:
When the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

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

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

33.1 Right to Review:
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor’s Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance: Not Applicable

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 caused by personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees, or their agents,
except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

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

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

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

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

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

36.1 Waiver of Noncompetition: 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: Gary Stoyka, Natural Resources Program Manager, Whatcom County Public Works Department, 322 N. Commercial Street, Bellingham, WA 98225

Insert here (name, job title, work address)

37.2 Notice:
Contract for Services Agreement
Geneva Consulting Services

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

38.1 Certification of Public Works Contractor’s Status under State Law: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable

38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable

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

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

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

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

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

d. Arbitration: Not Applicable

43.1 Venue and Choice of Law:

Contract for Services Agreement
Geneva Consulting Services

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

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

45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
EXHIBIT "A"
(SCOPE OF WORK)

Project Title: WRIA 1 Watershed Management Plan Implementation and Website Modifications

Description:
Conducting an assessment of the status of implementation actions included in the WRIA 1 Watershed Management Plan and make related updates to the WRIA 1 website

Project Tasks:

1. Status Review of WRIA 1 Watershed Management Plan and Implementation Documents
Contractor shall review and report on status of recommendations in the WRIA 1 Watershed Management Plan and its associated implementation documents.

Deliverable(s):
Information will be provided in report format and uploaded to the WRIA 1 Watershed Management Project website.

2. Status of Water-Related Programs
Contractor shall create a new page on the WRIA 1 Watershed Project website and populate it with other watershed related County programs and programs implemented by other entities as identified on 2001 Whatcom County Comprehensive Water Resource Plan table of contents.

Deliverable(s):
New page on website with information listed above.

3. Links to Other Entities’ Websites
Contractor shall modify the existing resource link page on the WRIA 1 Watershed Project website and create an additional page, and populate it with new links as provided by Whatcom County.

Deliverable(s):
New page on website with information listed above.
## Element 1 Status Review of WMP and Implementation Documents

<table>
<thead>
<tr>
<th>Task</th>
<th>Hours</th>
<th>Estimated Labor</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 Status Review of WRRA 1 WMP Document</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review WMP recommendations</td>
<td>1</td>
<td>$70.00</td>
</tr>
<tr>
<td>identify reference point for implementation (i.e., DiP, other)</td>
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<td>$70.00</td>
</tr>
<tr>
<td>Update elements of WMP - if included in DiP or LNS will refer to those status reports</td>
<td>20</td>
<td>$1,400.00</td>
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<tr>
<td>Incorporate into table with implementation documents (DiP, LNS)</td>
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<tr>
<td>Draft Report</td>
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<td>$280.00</td>
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<tr>
<td>Incorporate comments on draft report into final</td>
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<tr>
<td>prepare final report</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<tr>
<td><strong>2 Status Review of Detailed Implementation Plan</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review DiP</td>
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<td>$105.00</td>
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<tr>
<td>Set up format for status</td>
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<tr>
<td>Evaluate/review status of seven Tier 1 Actions (includes calls to leads where applicable)</td>
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<td>$1,785.00</td>
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<tr>
<td>Project-related meeting(s)</td>
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<td>$210.00</td>
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<tr>
<td>Complete table with draft report (up to 10 pages)</td>
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<tr>
<td>Incorporate County comments on draft report</td>
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<td>Prepare/Format Final report</td>
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<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td>$3,955.00</td>
</tr>
<tr>
<td><strong>3 Status Review of Lower Nooksack Strategy</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review LNS Elements</td>
<td>0.5</td>
<td>$35.00</td>
</tr>
<tr>
<td>Update status of LNS Objectives</td>
<td>9.5</td>
<td>$665.00</td>
</tr>
<tr>
<td>Project-related meeting(s)</td>
<td>3</td>
<td>$210.00</td>
</tr>
<tr>
<td>Complete table with draft report (up to 10 pages)</td>
<td>10</td>
<td>$700.00</td>
</tr>
<tr>
<td>Incorporate County comments on draft report</td>
<td>2</td>
<td>$140.00</td>
</tr>
<tr>
<td>Prepare/Format Final report</td>
<td>2</td>
<td>$140.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td></td>
<td>$1,890.00</td>
</tr>
</tbody>
</table>

Total Cost Estimate WMP and Implementation Documents Review $8,085.00
### Element 2. Status Whatcom County Water-Related Programs

<table>
<thead>
<tr>
<th>Task</th>
<th>Estimated Hours</th>
<th>Estimated Labor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Setup format for reporting on status including key questions for reviewing with County staff that are lead on programs. Programs will include the ten programs listed on the 2001 Whatcom County Comprehensive Water Resource Plan table of contents plus two others if identified.</td>
<td>5</td>
<td>$350.00</td>
</tr>
<tr>
<td>2 Provide synopsis of up to 12 County programs including:</td>
<td>93</td>
<td>$6,510.00</td>
</tr>
<tr>
<td>a) Current Status</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Recent Achievements (past 5 years)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c) Anticipated Area of Focus (next 2 years)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>d) Program contact</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e) Partnering Agencies, if applicable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>f) Link to webpage on County website if applicable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g) Link to work plan or strategic plan if applicable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identify contact(s) for each of the county programs</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Interview lead program staff (includes follow-up, re-contact, etc.)</td>
<td>24</td>
<td></td>
</tr>
<tr>
<td>Draft synopsis, provide to program lead for review, modification, correction</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td>Final draft of synopsis</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>3 Create new page on WRIA 1 website that works with the existing site platform for providing synopsis of all County related programs as described above; format for laying out page will consider the outline from the 2001 update of the Whatcom County Comprehensive Water Resource Plan. Options for addressing the information need within the constraints of the web software, if any, will be reviewed with County Management. Populate page with information gathered under this task.</td>
<td>24</td>
<td>$1,680.00</td>
</tr>
<tr>
<td>4 Project communication with County Management</td>
<td>3</td>
<td>$210.00</td>
</tr>
<tr>
<td>5 Annually update status of County programs identified and included through Task 2 above. Assume up to 2 hours per update per entity listed.</td>
<td>24</td>
<td>$1,680.00</td>
</tr>
</tbody>
</table>

**Total Whatcom County Programs**

$10,430.00

**Optional Element** - Including Water-Related Programs of Other Entities

<table>
<thead>
<tr>
<th>Element</th>
<th>Estimated Hours</th>
<th>Estimated Labor</th>
</tr>
</thead>
<tbody>
<tr>
<td>a Identify other entities' programs of interest for WRIA 1 website (includes direction from County Management on what entities and programs to consider)</td>
<td>1.5</td>
<td>$105.00</td>
</tr>
<tr>
<td>b Identify and contact lead staff for programs to receive information in a consistent format as Task 2. This cost estimate assumes that non-County entities and departments will participate in providing the information requested. Estimate is built on adding up to 10 additional entities' program. Given the voluntary nature of an entity to respond, the number of contacts to initiate receiving the information requested will be limited to three attempts for contacting a single entity. (assuming total of 7 hours per entities' program for equivalent effort in Task 2)</td>
<td>70</td>
<td>$4,900.00</td>
</tr>
</tbody>
</table>

**Total Optional Element**

$5,005.00
### Element 3. Links to Other Entities Websites and/or Pages

<table>
<thead>
<tr>
<th></th>
<th>Estimated Hours</th>
<th>Estimated Labor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>$140.00</td>
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<tr>
<td>2</td>
<td>4</td>
<td>$280.00</td>
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<tr>
<td>3</td>
<td>10</td>
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<tr>
<td>4</td>
<td>6</td>
<td>$420.00</td>
</tr>
<tr>
<td>5</td>
<td>6</td>
<td>$420.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total for Establishing Links</strong></td>
<td><strong>$1,960.00</strong></td>
</tr>
</tbody>
</table>

1. Review existing resource page that includes links to other sites in WRIA 1; identify option(s) for expanding to include additional resource links for County Management consideration.

Cost estimate is built under the assumption that there will be labor associated with two pages: one will involve modifications to the existing page and the other will involve creating a new page.

2. Modify existing webpage with links based on options presented to County Management and direction provided for preferred format.

3. Create new resource page based on options presented to County Management and direction provided.

4. Populate modified and/or new page with disclaimer regarding links and content on other sites and providing link to sites. Basis for the new sites to add is the Planning Unit list under development. Consult with County Management prior to populating site with new links to confirm links to add to WRIA 1 site.

5. Maintain site by checking for broken links one time per month (estimate average 1/2 hr per month to check links and re-establish if broken).
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 INSURING 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
Rice Insurance LLC
1400 Broadway
P.O. Box 639
Bellingham WA 98227

CONTACT
NAME: Stan Rice
PHONE: (360) 734-1161
FAX: (360) 734-1173
EMAIL: stan@riceinsurance.com

INSURER(S) AFFORDING COVERAGE
NAIC #
INSURER A: Ohio Security Insurance Co. 24082

INSURED
Rebecca Peterson
DBA: Geneva Consulting
1020 Austin St
Bellingham WA 98229

COVERAGES
CERTIFICATE NUMBER: CL1661636068
REVISION NUMBER:

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

<table>
<thead>
<tr>
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<th>TYPE OF INSURANCE</th>
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<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE X OCCUR</td>
<td>X</td>
<td>81856214770</td>
<td>7/9/2016</td>
<td>7/9/2017</td>
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<td></td>
<td>GENL AGGREGATE LIMIT APPLIES PER:</td>
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<td></td>
<td>AUTOMOBILE LIABILITY</td>
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<td>ANY AUTO</td>
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<td>HIRED AUTOS</td>
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<td>SCHEDULED AUTOS</td>
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<td>NON-OWNED AUTOS</td>
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<td>UMBRELLA LIABILITY</td>
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<td></td>
<td>OCCUR CLAIMS-MADE</td>
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<td></td>
<td>LIDED RETENTION $</td>
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</tr>
<tr>
<td></td>
<td>WORKERS COMPENSATION AND EMPLOYEES' LIABILITY</td>
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<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td>YES</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DESCRIPTION OF OPERATIONS BELOW</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

Whatcom County is included as an additional insured for the above-noted insurance per form CG8810 0413. This Commercial General Liability insurance shall be considered as primary and non-contributory, and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

CERTIFICATE HOLDER
Whatcom County Public Works
322 N. Commercial St Suite 210
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
Caleb Hazel/PRO

© 1988-2014 ACORD CORPORATION. All rights reserved.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

**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>
<tbody>
<tr>
<td>James E. Lee, P.E.</td>
<td>JEL</td>
<td>8-29-16</td>
<td></td>
<td>09/13/2016</td>
<td>Finance/Council</td>
</tr>
<tr>
<td>Division Head:</td>
<td>JPR</td>
<td>8-29-16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joe Rutan, P.E.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td>JT</td>
<td>9/30/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jon Hutchings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>DSG</td>
<td>5/31/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daniel L. Gibson</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td>BS</td>
<td>8/21/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brad Bennett</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td>JSB</td>
<td>9/6/16</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jack Louws</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**

Local Agency Standard Consultant Agreement between Whatcom County and TranTech Engineering LLC

**ATTACHMENTS:**

1. Cover Memo
2. Contract Information Sheet
3. Project Narrative
4. Local Agency Standard Consultant Agreement

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

Should Clerk schedule a hearing? ( ) 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.)

This agreement will provide for preliminary engineering work and a Type, Size and Location report to aid in selecting a permanent replacement option of the existing North Lake Samish Road Bridge. This work is included in the 2016 Annual Construction Program under Item No. 30.

**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.
Memo

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

Through: Jon Hutchings, Public Works Director

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

Date: August 31, 2016

Re: North Lake Samish Road Bridge No. 107 Replacement, CRP 913006 Local Agency Standard Consultant Agreement with TranTech Engineering, LLC

Enclosed for your review and signature are two (2) originals of the Local Agency Standard Consultant Agreement between TranTech Engineering, LLC and Whatcom County.

Requested Action
Public Works respectfully requests that the County Council authorize the County Executive to enter into a Local Agency Standard Consultant Agreement with TranTech Engineering, LLC for professional engineering services on the North Lake Samish Road Bridge No. 107 Replacement Project.

Background and Purpose
The existing North Lake Samish Road Bridge No. 107 is a five-span, 250’ long timber structure rebuilt in 1963. The bridge consists of wood glulam girders with timber piles and caps. During the most recent bridge inspection there were areas of wood rot found in the tops of the girders requiring a new loading rating be completed. The new load rating required that the bridge be weight restricted and in response a stop controlled one-lane modification on the bridge center span was implemented in March of 2016 via Whatcom County Ordinance 2016-064.

This agreement will provide for preliminary engineering work and a Type, Size and Location report to aid in selecting a permanent replacement option of the existing bridge. Once this work is complete we will bringing back to Council a preferred project alternative for approval before final design work begins.

TranTech Engineering, LLC was determined by the selection committee as the most qualified after review of the five (5) firms that responded to the Request for Proposals (RFP No. 16-26) and subsequent interview.

Funding Amount and Source
The not-to-exceed amount for this contract is $131,803.00. This work is included in the 2016 Annual Construction Program under Item No. 30.

Please contact Doug Ranney at 6252 if you have any questions or concerns regarding the terms of this agreement.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

**Originating Department:** Public Works
**Contract or Grant Administrator:** James E. Lee, Engineering Manager
**Contractor's / Agency Name:** TranTech Engineering LLC

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this a New Contract?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>Is this a grant agreement?</td>
<td>☑</td>
<td>☐</td>
</tr>
<tr>
<td>Is this contract grant funded?</td>
<td>☑</td>
<td>☐</td>
</tr>
</tbody>
</table>

If Yes, grantor agency contract number(s): 
If No, include WCC: (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

<table>
<thead>
<tr>
<th>CFDA#</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

If Yes, Whatcom County grant contract number(s):

<table>
<thead>
<tr>
<th>Contract</th>
<th>Cost Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP 16-26</td>
<td>913006</td>
</tr>
</tbody>
</table>

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

| Controlled Contract Amount: (sum of original contract amount and any prior amendments): | $131,803.00 |
| This Amendment Amount: | $N/A |
| Total Amended Amount: | $131,803.00 |

<table>
<thead>
<tr>
<th>Contracts that require Council Approval (incl. agenda bill &amp; memo)</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Professional Services Agreement above $20,000.</td>
</tr>
<tr>
<td>• Bid is more than $50,000.</td>
</tr>
<tr>
<td>• Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.</th>
</tr>
</thead>
</table>

Summary of Scope: This agreement will provide for the preliminary engineering work and a Type, Size and Location report to aid in selecting a permanent replacement option of the existing North Lake Samish Road Bridge. This work is included in the 2016 Annual Construction Program under Item No. 30.

**Term of Contract:** Not to Exceed **Expiration Date:** December 31, 2018

<table>
<thead>
<tr>
<th>Contract Routing</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Attorney signoff: Daniel L. Gibson</td>
<td>08/10/16</td>
</tr>
<tr>
<td>3. AS Finance reviewed: jbennett</td>
<td>08/12/16</td>
</tr>
<tr>
<td>4. IT reviewed (if IT related):</td>
<td>7/26/16</td>
</tr>
<tr>
<td>5. Contractor signed:</td>
<td>8/31/16</td>
</tr>
<tr>
<td>6. Submitted to Exec.:</td>
<td></td>
</tr>
<tr>
<td>7. Council approved (if necessary):</td>
<td></td>
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<tr>
<td>8. Executive signed:</td>
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<tr>
<td>9. Original signed to Council:</td>
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</tbody>
</table>

Last Edited 060414
N. Lake Samish Road Bridge No. 107 Replacement Study
CRP # 913006

Construction Funding Year(s): TBD

Project Narrative:
This project is located on Lake Samish in Section 27, T37N, R3E. This is a project to perform an engineering analysis on rehabilitation/replacement options for this existing 250-foot timber bridge. This project is listed #B8 on the 2016-2021 Six-Year Transportation Improvement Program.

Project Status:
Preliminary engineering work is underway

Total Estimated Project Cost: TBD
Expenditures to Date: $40,000

Funding Sources:
<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$0</td>
</tr>
<tr>
<td>State</td>
<td>$0</td>
</tr>
<tr>
<td>Local</td>
<td>$190,000 (STIP 2016)</td>
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</tbody>
</table>

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD

Map of the area with a marked location of Bridge No. 107.
Local Agency A&E Professional Services
Negotiated Hourly Rate Consultant Agreement

Agreement Number: 201608019

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

Address
12011 NE 1st Street Suite 306 Bellevue WA 98005

UBI Number
602-507-862

Execution Date

Completion Date
December 31, 2018

1099 Form Required
☑ No

Federal Participation
☐ Yes ☑ No

Project Title
North Lake Samish Road Bridge No. 107 Replacement

Description of Work
This agreement will provide for the preliminary engineering work and a Type, Size and Location report to aid in selecting a permanent replacement option of the existing North Lake Samish Road Bridge. This work is included in the 2016 Annual Construction Program under Item No. 30.

☐ Yes ☑ No DBE Participation

Maximum Amount Payable: $131,803.00

☐ Yes ☑ No MBE Participation

☐ Yes ☑ No WBE Participation

☐ Yes ☑ No SBE Participation

Index of Exhibits
Exhibit A  Scope of Work
Exhibit B  DBE Participation
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
Exhibit I  Alleged Consultant Design Error Procedures
Exhibit J  Consultant Claim Procedures
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:
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: Douglas W Ranney
Agency: Whatcom County
Address: 322 N Commercial Street - Suite 210
City: Bellingham State: WA Zip: 98225
Email: DRRanney@co.whatcom.wa.us
Phone: 360-715-7450
Facsimile:

If to CONSULTANT:
Name: Khashayar Nikzad
Agency: TranTech Engineering, LLC
Address: 12011 - NE 1st Street - Suite 305
City: Bellevue State: WA Zip: 98005
Email: knikzad@tranotecheng.com
Phone: 425-453-5545
Facsimile: 425-453-6779

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 conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must 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.
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. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgement, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E”, will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgement between the parties. Such final written acknowledgement shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rates under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgement.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee.
B. 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 lowest price available, 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 the WSDOT’s Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental card 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 these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.

C. Maximum Amount Payable: The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.). The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, “Extra Work.” No minimum amount payable is guaranteed under this AGREEMENT.

D. Monthly Progress Payments: Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit “D,” including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT’s employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.

E. 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 SERVICES under this AGREEMENT, contingent 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. Per WSDOT’s “Audit Guide for Consultants,” Chapter 23 “Resolution Procedures,” 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.

F. 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 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 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 in accordance with the termination for other than default clauses listed previously.

Agreement Number:
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.

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 by the Parties.

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.

Agreement Number:
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 “AIs”), 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 AIs 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 AIs. 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: Douglas W Ranney
Agency: Whatcom County
Address: 322 N Commercial Street - Suite 210
City: Bellingham State: WA Zip: 98225
Email: DRunney@co.whatcom.wa.us
Phone: 360-715-7450
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 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.

Agreement Number:
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.

Agreement Number:
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 and AGENCY 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.

Agreement Number:
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, AGREEMENTs, 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] 7/20/16

*SEE ATTACHED WHATCOM COUNTY SIGNATURE SHEET

[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:

Jon Hutchings 8/30/14
Date
Department Director

Approved as to form:

Daniel L. Gibson 08/31/16
Date
Chief Civil Deputy Prosecutor

Approved:
Accepted for Whatcom County:

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 _______________________
Exhibit A
Scope of Work

Please see the attached Scope of Work
Exhibit "A"

SCOPE OF WORK

Background:

The existing North Lake Samish Road Bridge No. 107 is a five-span, 250' long timber structure rebuilt in 1963. The bridge consists of wood glulam girders with timber piles and caps. This bridge provides access across the north end of Lake Samish and has an ADT of approximately 885.

During the most recent bridge inspection there were areas of wood rot found in the tops of the girders. A new load rating required that the bridge be severely weight restricted, to the point that school buses and fire district vehicles could not use the bridge. A temporary traffic modification currently restricts the bridge center span down to one lane. This measure was implemented in March of 2016 to address the weight restriction. This option allows school bus and fire department traffic to utilize the structure during development of a replacement. The County has budgeted approximately $100,000 for Phase 1 of this project which includes a final Type, Size and Location (TS&L) report submittal to investigate different viable bridge replacement alternatives and recommend the alternative with the most desired attributes for advancement to full design. This report is anticipated for delivery by January 2017.

The new bridge length and style are not yet determined but the new structure will be constructed along the same basic lines and grades as existing. Phase 1 work will include the following items:

1) Right-of-way/easement investigation, record of survey, site topographic survey and base map preparation
2) Geotechnical investigation
3) Hydrologic and hydraulic analysis and design
4) Environmental permitting analysis
5) Traffic and transportation impact analysis
6) Identification of approximately three preliminary replacement design options and preparation of supporting documentation and life cycle costs;
7) Facilitation of community meetings, including:
   a. Preparation of artistic rendering exhibits for design options
   b. Presentation of design options
   c. Gathering and compiling public comment
8) Preparation of a Type, Size and Location (TS&L) report, meeting the general format of Section 2.1.5 of the WSDOT Bridge Design Manual (BDM), which incorporates the following:
   a. comparison of the preliminary options
   b. summary of public comments
   c. preferred design recommendation
At the discretion of the County, the following Phase 2 work may be negotiated and the contract amended after the TS&L has been completed:

1) Design of a replacement bridge and approach design work necessary to accommodate the new bridge
2) Preparation of Plans, Specifications, and Estimates (PS&E) in a bid-ready format
3) Permitting assistance and utility coordination, as needed
4) Advertising, bidding, and award assistance

All the work will abide by the current versions of the following codes; County, AASHTO LRFD, and the WSDOT Bridge Design Manual (BDM). The plans, calculations, and specifications developed by the consultant will require the stamp of a professional engineer (PE) licensed in the state of Washington. The design must ensure that the new bridge will be an unrestricted bridge to all legal vehicles.

At the discretion of the County, the following Phase 3 work may be negotiated and amended to the contract after the design has been completed:

1) Construction support including coordination with the County’s Material Testing service provider, shop drawing/material reviews for acceptance, responding to RFI’s, and providing specialty construction inspection
2) Construction surveying
3) Preparation of post-construction record drawings signed and stamped by a professional engineer licensed in the State of Washington
4) Bridge load rating signed and stamped by a professional engineer licensed in the State of Washington

The County will perform the following work:
1) Conduct permitting activities using exhibits provided by the consultant
2) Provide bid proposal information and necessary County-specific contract material
3) Perform construction contract administration and inspection duties

The County has provided the following information to TranTech’s design:
1) Bridge plans from 1962
2) Bridge load rating report
3) Latest bridge inspection report

Federal funds may be used in the planning, design, and/or construction of the project. Accordingly, the procedures outlined in the Local Agency Guidelines (LAG manual) will be used during development of the project.

In the following, different Work Elements (WE) associated with Phase 1 of this project are described in further detail.
Work Element 1  

Project Management:

This work element includes administration of the contract between the Consultant and the Agency, preparation of monthly progress reports and quality control, necessary for the Project. The task includes all administrative services needed to coordinate with the sub-consultant/s and to complete the Project on time and within budget. The following are the categorized activities associated with this work element:

1. Project Management

2. Monthly Progress Reports, Meetings, Meeting Minutes and Invoicing. Bi-weekly Progress report will contain a narrative that identifies and describes significant activities performed in the previous week and the significant planned activities for the upcoming week;

3. Design Team Management:

   a. Schedule and coordinate with design team.
   b. Prepare sub-consultant agreements, coordinate, budget and review the project progress and submittals.
   c. Coordinate and attend design team meetings with County’s team.
   d. Prepare, monitor, and update project schedule. Monitor project budget.
   e. Prepare monthly billings, progress reports, and updated monthly project schedule.
   f. Maintain regular informal contact telephone discussions, and electronic mail.
   g. Obtain, with assistance from the County, rights of entry necessary for geotechnical studies, etc.

**Deliverables:**

- Progress Reports
- Meeting Minutes
- Monthly Invoicing
- Project Schedule
Work Element 2  Surveying:

Surveying will be provided by TranTech’s subconsultant Wilson Engineering, Inc. (Wilson). Surveying and mapping work element include the following subtasks:

1. Setting/recovering durable survey control, proximate to the project site, fixed to the NAD83 WA State Plane (North Zone) Coordinate System, and the NAVD88 vertical datum, using local WSDOT control documentation and including descriptions on base map.
2. The area limits of topographic survey will be 650 linear feet centered on the existing bridge, along N. Lake Samish Drive, with a width of about 100 feet, again centered on the existing bridge.
3. In general, the topo will be developed in cross sections on 25 feet stationing and will include center line roadway, edges of pavement, edge of shoulders, top of banks, toe of banks, grade breaks ordinary high water, 100-year flood level, and lake bottom. The areas behind the existing abutments where new abutments will be located are most critical locations and are the areas where the topography varies the most. The survey of this area will be more dense; the goal is to obtain data that provides contour interval of 1 foot while providing enough survey points to characterize any breaks in the ground surface. The Surveying will include locating all boring locations.
4. Capturing bridge features including, but not limited to, the bridge deck corners, guard rails, abutments. (This scope does not include a 100% 3D-scan of the bridge. Detailed survey of the existing trusses and timbers will not be performed.)
5. Capturing bathymetric survey data on a nominal 25’ o.c. stationing, extending the full width of the water surface. Data will be gathered along a line at each side adjacent to the existing bridge.
6. Stationing layout will be from south to north as per existing plans.
7. The survey will include locating utilities to the best practical manner and locating wetlands within project limits. All wetland flagging will be provided by others. Roadway traffic control is included in survey costs. Researching and coordinating the character and extents of the existing rights-of-way, based upon available information of record as well as unrecorded documents and title reports provided to Wilson by Whatcom County Public Works, within the project limits.
8. Contacting the 1-800-LOCATE, no-cost utility-marking service, and survey of the resulting utility marking indicators set by same.
9. Investigating and, if possible, coordinating the one (1) easement of record defining the existing gas pipeline adjacent to the existing bridge.
10. Analyzing, reducing, and incorporating the collected data into an AutoCAD/Civil3D 2016 compatible base map, including contour lines at 1-foot vertical intervals, using current Wilson Engineering APWA standard layers and symbols. The base map will include all Right-Of-Way’s delineated.

Deliverables:
- Preparing a photo-reproducible hard copy “Existing Conditions” map (22”*34”) of the survey, signed and stamped by a Washington State Licensed Surveyor.
- Deliverables include electronic AutoCAD files of fully completed base map in AutoCAD Civil3D 2013.
Work Element 3 Utility Engineering:

Utility engineering will be provided by TranTech’s subconsultant Wilson Engineering, Inc. (Wilson). Several utilities are associated with the bridge crossing. Coordination and planning for these utilities during construction and for permanent reinstallation is essential.

The utility engineering services include the following subtasks:

1. Contact utilities by telephone and in writing to obtain all available information and to ensure that each utility understands how the project impacts them.
2. Provide a written summary of all utilities present including the type, owner information, size, carrier pipe material requirements, and potential upgrade needs.
3. Provide conceptual alternatives for temporary provisions during construction such as temporary bridge, submerged, rerouting, etc. Provide redline mark up of exhibits showing utilities.
4. Provide conceptual alternatives for permanent reinstallation of all utilities currently utilizing the bridge as a support structure. Provide redline mark up of exhibits showing utilities.
5. Provide planning level construction cost estimates.

Deliverables:

- Written summary of all utilities and conceptual alternatives for temporary provisions during construction and permanent reinstallation of all utilities and cost estimates.
- Pertinent correspondence with utilities.
- Exhibit redline mark ups showing utilities.
Work Element 4  Geotechnical Investigations:

Geotechnical engineering will be provided by TranTech's subconsultant Aspect, Inc. (Aspect). The geotechnical engineering work element include the following subtasks:

Task 1, Project Management and Meetings
Aspect Senior Associate will participate in a project kickoff meeting. Aspect will provide project and subcontract management and coordination as necessary to execute the work.

Task 2, Field Investigation
Aspect will coordinate, and execute a geotechnical engineering investigation consisting of four geotechnical exploration borings along the bridge. The borings will be drilled using a truck-mounted drill rig, employing the rotary wash method. Two of the borings will be drilled on land at the north and south abutments, and two borings will be advanced through 10- or 12-inch diameter core-holes in the bridge deck. To the maximum extent possible, the borings will be located between or outside of the active wheel path.

The rotary wash drilling method involves pumping a slurry of potable water and soil down a hollow drilling rod to a rotating drill bit, which together break up and loosen soil/weak bedrock. These "cuttings" are returned via the slurry to the surface, where the solids are screened out in a "mud-tub" and transferred into steel drums for offsite disposal (by Aspect's drilling subcontractor). In the over-water borings, an outer 8-inch diameter steel casing will be utilized as a seal to prevent turbidity generation in Lake Samish. At these locations the steel casing will extend from the mud tub down through the bridge deck, air, and lake water, and will extend approximately 15 feet into the lake sediments. Aspect has overseen this technique successfully utilized on similar over-water projects. Aspect will subcontract a licensed geotechnical driller, experienced with this work.

In all of the borings, disturbed soil and weathered bedrock samples will be obtained at 5-foot intervals in general accordance with the Standard Penetration Test (SPT) method. Each of the borings will be drilled to fully penetrate all loose sediment and will extend a sufficient distance into competent glacial drift or bedrock. When bedrock is encountered that cannot effectively be drilled/sampled, the driller will switch over to rock coring. Up to 30 feet of rock core will be drilled.

On completion, each of the borings will be backfilled with bentonite chips in accordance with Ecology requirements. At the abutment borings, the pavement will be patched with fast-curing ready-mix. At the two over-water borings, the bridge deck will be re-covered with a temporary stccl plate for restoration/patching by Whatcom County at a later date.

Assumptions
- Aspect will coordinate and manage traffic control services to complete the drilling work with a single-lane closure. Aspect will retain a local traffic control subcontractor who
will provide signs, cones, and flagger support. Whatcom County will assist Aspect with coordination and Traffic Control Plan (TCP) approval.

- Whatcom County will complete 10- or 12-inch diameter cores through the bridge deck at two locations before the geotechnical investigation begins. The core holes will be located at approximately the one-third points of the bridge span length, and as close to the center of one or the other travel lane as is possible (avoiding the underlying girder). TranTech will assist with determination of acceptable corehole locations. The County will complete these coreholes before the geotechnical driller arrives; the coreholes will be covered with small steel plates. After the drilling is completed, the temporary steel plates will be replaced. The county will patch the coreholes sometime after the drilling work is completed.

- The field investigation will be completed in four working days, with the Aspect engineer or geologist on site on a full time basis to monitor and log the borings/coreholes and collect soil and rock samples. The assumed field duration is based on geotechnical engineering experience, driller experience, and geologic assumptions. Because actual subsurface conditions may be different than assumed, the actual rate of progress may be faster or slower than assumed. If subsurface conditions are such that a fifth day of drilling and monitoring time is needed, a budget supplement will be requested. Aspect will keep close track of this and will notify the team of this as early as possible before the fourth day of field work is over.

Soil and rock samples will be returned to our Bellingham office for further examination and visual/manual classification. Selected samples will be identified for geotechnical laboratory testing of engineering and index properties. Laboratory tests will include grain size distribution, plasticity, and unconfined compressive strength.

**Task 3 – Preliminary Geotechnical Report and TS&L Support**
Aspect will prepare a preliminary geotechnical report providing a summary of geotechnical and geologic conditions, a geologic cross section, boring logs, and laboratory test results. This report will include preliminary conclusions and recommendations regarding feasible foundation types. This will include preliminary conclusions regarding the potential need for rock-socketed piling. These preliminary recommendations will not have sufficient detail for detailed PS&E. Aspect will participate in one brief TS&L workshop to review and discuss geotechnical/structural design and construction considerations. Aspect will also provide input to cost estimates for foundation/substructure elements.

**Deliverables:**
- Draft Preliminary Geotechnical Report Memorandum
- Final Preliminary Geotechnical Report Memorandum
Work Element 5  Hydrology Engineering

Hydrology engineering will be provided by TranTech’s subconsultant Anchor QEA, Inc. (Anchor). The hydrology engineering work element include the following subtasks:

Task 1 – Preliminary Hydrologic Assessment

Lake Samish Basin Comprehensive Stormwater Plan (LSBCSP) hydrologic modeling findings including lake inflows, outflows, storage, and stage predictions and their annual seasonal variability, including largest evaluated events will be reviewed. If other relevant flow or lake stage data are available from Whatcom County, that information will also be reviewed. Preliminary estimates will be made for design event peak flows needing to be conveyed through the bridge replacement cross-section as provided by TranTech. No added hydrologic modeling will be conducted for this initial assessment, but other representative hydrologic methods (i.e., similar gaged basin transfers, regression equations) will be used in comparison with modeled/recorded flows and their variability. For lake stage variability and extremes, maximum historic lake levels will be reviewed based on available data and prior LSBCSP modeling. Preliminary estimates of expected lake stage extreme (low/high) elevations will be documented on bridge replacement cross-sections, and associated flow areas will be determined.

Task 2 - Preliminary Hydraulic Assessment and Bridge Scour Potential

A preliminary lake stage-discharge hydraulic rating will be established for the replacement bridge opening based on estimated lake outlet hydraulic control (adjusted seasonally) and will consider the small hydraulic gradient and losses across the lake to the bridge location. Comparisons to the existing bridge opening estimated hydraulic rating will be made to determine the potential for small changes (increases or decrease) in upstream lake stage associated with the bridge replacement section. Scour potential over the range of estimated bridge flows will be assessed on a comparative basis for the conceptual design alternatives provided by TranTech.

Task 3 - Stormwater Runoff Approach

Anchor QEA will coordinate with TranTech to assist in identifying replacement bridge conceptual best management practice (BMP) alternatives for stormwater runoff control and low-impact development (LID) practices application. Input will be provided as to the minimum stormwater and LID requirements for the bridge per Whatcom County’s stormwater requirements. No stormwater analyses or modeling will be conducted under this scope of work. Anchor QEA will also provide input to TranTech on means and methods to protect drinking water quality during bridge construction.

Deliverables:

- Findings from the Hydrologic, Hydraulic, Scour Potential, and Stormwater Assessment will be summarized as part of a single memorandum that addresses all of the Anchor QEA assessment components detailed in this scope of work.
Work Element 6 Permitting & Cultural Resources

Permitting engineering will be provided by TranTech's subconsultant Anchor QEA, Inc. (Anchor). The permitting engineering work element include the following subtasks:

Task 1 – Cultural Resources

Anchor QEA staff will conduct a desktop-level survey to identify known cultural resources in the Project area. This information will be used to define a work plan for conducting an on-site archaeological survey in a future Project phase. No field work will be conducted during this phase of the Project.

Deliverables:

- Findings from the desktop-level cultural resources survey will be summarized as part of a single memorandum that addresses all of the Anchor QEA assessment components detailed in this scope of work.
- A work plan for conducting a future on-site archaeological survey will be included as an appendix to the aforementioned memorandum.

Task 2 – Permitting and Environmental Review

Anchor QEA staff will research and identify key environmental considerations that could influence the alternative evaluation process. Key environmental considerations may include, but not be limited to, changes in overwater and in-water coverage, recreation uses, and potential effects to endangered species. Anchor QEA will also develop a list of local, state and federal permits and approvals anticipated to be required to construct the bridge and associated appurtenances. Anchor QEA will also call the agencies who issue the identified permits to verify the preliminary list of expected permits and approvals.

In addition, Anchor QEA staff will evaluate the potential for the alternatives to have effects under Section 4(f) of the U.S. Department of Transportation Act of 1966 due to the proximity of the Project to Samish Park. The evaluation will include a discussion of the type of impacts expected to occur (e.g., de minimis versus use) and anticipated next steps.

Deliverables:

- Findings from the permitting and environmental review task will be summarized as part of a single memorandum that addresses all of the Anchor QEA assessment components detailed in this scope of work.

Assumptions:

- All findings developed in this scope of work will be incorporated into a single memorandum.
- No hydrologic or hydraulic modeling will be conducted for the TSI study.
- Preliminary hydrologic or hydraulic analyses that are conducted will be approximate and subject to refinement in subsequent design phases.
- Supporting calculations documentation will not be provided with deliverables at this preliminary level of assessment.
- Anchor QEA will not conduct any field work under this scope of work.
- An architectural historian may need to be brought into the Project to assess the significance of the bridge due to its age. An assessment of the historical significance of the bridge is not included in this scope of work.
- Discussion of mitigation options will not be included as part of this scope of work.
- This scope of work does not include agency outreach or coordination.
- All deliverables will be provided in electronic (PDF or Word) format.
Work Element 7  Aesthetics & Public Involvement

Aesthetics and Public Involvement services will be provided by TranTech’s subconsultant Makers, Inc. (Makers). This work element include the following activities:

1) Attend two meetings with the design team in Bellingham to discuss the project scope and procedures and visit the site.
2) Prepare a public engagement and outreach action plan, review with County and incorporate revisions.
3) Prepare for and conduct public work session #1 to identify the community’s objectives for the project and to provide an opportunity for participants to discuss concerns and ideas. At the work session, the team will introduce the project and describe the need and engineering parameters. MAKERS will lead a discussion to identify the community participants’ objectives and concerns. MAKERS will also conduct an exercise to explore the participants’ general preferences for bridge elements and design. MAKERS will document the results which will be a set of preliminary design objectives and preferences to guide the development of alternatives. The County will be responsible for making arrangements and advertising public events.
4) Create a website to provide public information regarding the project and incorporate surveys.
5) Prepare up to three three-dimensional renderings of alternatives for bridge architecture based on engineers’ preliminary designs for bridge structure and input from the first public work session.
6) Prepare a questionnaire regarding project objectives and post on the website. The questionnaire will pose questions related to the objectives and initial design alternatives. Process responses to the questionnaire into a summary document.
7) Review renderings with the design team and client.
8) Conduct a second public work session to review the alternative designs and also present additional engineering design information as appropriate. MAKERS will present the alternatives and then conduct an exercise in which participants, working in small groups, will identify the preferred features of the alternatives. After each group presents its findings, MAKERS will work with participants to sketch a preferred architectural concept.
9) Summarize public input and present to County Staff. Work with design team to refine the preferred alternative to be presented at the third public workshop.
10) Based on design team input prepare drawings and renderings of the preferred architectural concept for the bridge and prepare website materials and a presentation.
describing the preferred design, its rationale and the public process through which it evolved. Post it on the website.

11) Prepare for and conduct a third public work session to review the preferred alternative with the public. MAKERS, facilitator, will work with participants to identify changes to the preferred concept.

12) Refine the preferred concept illustrations based on public preferences and design team direction for incorporation into the TS&L. Also prepare design criteria for the next phase of bridge design

**Deliverables:**

- Public engagement work plan
- Draft design goals and objectives based on public input from Work Session #1
- Website or page for the County’s website with public information re: the project
- Three alternative design renderings
- Survey Questionnaire and compiled responses
- Results of Work Session #2 and draft preferred concept
- Refined rendering of the preferred concept with schematic design criteria for the architectural elements of the bridge.
Work Element 8 Constructability & Estimation

Constructability & Estimation services will be provided by TranTech’s subconsultant Ott-Sakai (Ott). This work element include the following activities:

Task 1 - Project Management

This task includes the following activities; administration of the contract, preparation of monthly progress reports and quality control, necessary for the Project.

Task 2 - Constructability Review

This task include constructability review of the Draft Type, Size, & Location (TS&L) developed alternatives, including work access and staging area considerations. This task also includes a site visit and meeting with the design team to discuss constructability aspects of the studied alternatives including opinions on the construction schedule.

Task 3 - Cost Estimating

This task include construction cost estimate preparation of the Type, Size, & Location developed alternatives

Deliverables:

- Monthly Invoicing
- Constructability review of TS&L concepts
- Cost estimation of TS&L concepts
- Summation of findings to be incorporated into final TS&L Report
Work Element 9  Traffic Engineering

The services associated with this work element is provided by TranTech.

In support of the Team’s review of the selected bridge replacement alternatives, TranTech will evaluate the potential range of options for general construction traffic control operations, detour route(s), and truck alternative route options based upon each scenario presented.

This work element include the following activities:

1) Evaluation of alternative traffic control scenarios applicable to each construction method reviewed by the Team (up to 3), including, but not limited to, active flagging, temporary signal control for single-lane operation, or full detour options, etc.

2) Identify general recommended scenario for each bridge replacement/construction method identified, including construction area traffic control and zones, construction staging locations traffic considerations, detour route(s), construction truck routing, local and regional way-finding, applicable freeway Variable Message Signage (VMS), school bus coordination, and local fire/emergency responder coordination.

3) Prepare a technical memorandum and exhibits with supporting background data, traffic operational scenarios in basic overview depiction, supporting tables, and example detour route options with opportunities/constraints.

4) Verify viability of temporary/permanent roundabouts at each bridge approach to manage traffic both during and post bridge construction.

Deliverables:

• Traffic engineering technical memorandum for temporary and permanent traffic conditions.
Work Element 10  

Type, Size, Location (TS&L) Report:

Based on the County’s input and based on the results from the engineering activities associated with work elements 1 through 9, TranTech will provide structural, civil, roadway, and drainage engineering services with the goal of preparing a TS&L Report that satisfies current WSDOT BDM Section 2.1.5 requirements and will study a minimum of three bridge replacement alternatives.

Evaluation criteria for comparing different alternatives will be developed and scoping level engineering designs and cost estimates for each alternative will be provided.

All activities associated with this task will be closely coordinated with the County and the design team will work as an extension of the County staff for recommending a preferred bridge replacement alternative.

The following describes the design subtasks associated with this work element:

10.1 – Civil/ Roadway Design

a. **Alignment and Right-of-Way Plans**  
The preliminary alignment and ROW plan prepared by LSA will be supplemented by TranTech to include proposed right-of-way acquisitions, proposed permanent easements, and proposed temporary construction easements (TCEs), for each studied alternative.

b. **Site Preparation and Demolition Plans**  
A preliminary Site Preparation and Demolition plan will be prepared for each of the studied alternatives. These plans will show topography, existing utilities, existing surface features and items for demolition, removal, or salvage.

c. **Roadway Plans & Profiles**  
A preliminary Plan and Profile plan will be prepared for each of the studied alternatives in accordance with Whatcom County and AASHTO design standards as appropriate for the projected 20-year ADT level of traffic. The County shall provide all current and historical traffic count data available to assist in determining an approximate 20-year ADT projection. It is assumed a formal traffic count will not be collected as part of this scope of work.

d. **Coordination with Districts, Utilities, and Stakeholders**  
Construction of this project will affect multiple parties including most significantly; Samish Water District, Olympic Pipeline Company, City of Bellingham School District, Whatcom County Parks Department, Puget Sound Energy, CenturyLink, Frontier
Communications, and Comcast. At a meeting hosted by the County together with the
design team, we will meet with the utility stakeholders at the preliminary design level to
share the proposed design concepts and solicit feedback from these groups. Individual
coordination to address specific design needs will be necessary with some
representatives, specifically those from the Samish Water District, Bellingham School
District, and Olympic Pipeline Company, will require additional coordination given the
level of potential impact or sensitive nature of their facilities.

e. **Conceptual stormwater management plan**

Construction of a new bridge and approaches will require pavement replacement. A
conceptual stormwater management approach will be developed for each project
alternative to identify whether stormwater runoff treatment and/or stormwater flow
control thresholds will be exceeded. For each alternative the Low Impact Development
Performance Standard will be evaluated and possible scenarios for meeting this
requirement will be explored.

**Design Criteria for Civil, Roadway, Stormwater, and Traffic Control Elements:**

Reports, plans, specifications, and estimates, to the extent feasible, shall be developed in
accordance with the latest edition and amendments of the following:

1) Whatcom County Standards and Specifications.
   Edition”;
4) Washington State Department of Transportation, “Standard Specifications for Road
   and Bridge Construction”;
7) Washington State Department of Transportation, “Materials Laboratory Outline”;
9) Washington State Department of Transportation, “Local Agency Guidelines”;
10) Highway Research Board’s Manual entitled “Highway Capacity”;
11) FHWA and Washington State Department of Transportation, “Manual on Uniform
    Traffic Control Devices for Streets and Highways”;
12) WSDOT Highway Runoff Manual;
13) WSDOT Hydraulics Manual;
10.2 – Structural Design

Based on input from the County and engineering activities associated with work elements 1 through 9, TranTech’s structural team will perform preliminary structural design associated with a minimum of three bridge replacement alternatives. The design will follow most current WSDOT Bridge Design Manual (BDM), AASHTO, and Whatcom County requirements.

Throughout the structural design activities, special care will be given to incorporate low impact design approach like noise reduction, minimization of traffic impacts, Life Cost Analysis based on County-desired parameters, and environmental protection.

Our bridge design activities start with a review of the gathered data provided by team members including survey, geotechnical, hydrology, traffic, civil, etc.

Throughout our preliminary structural assessment/design of the studied alternatives, we will be in continuous communication with the County for consultations on parameters like structure location, length and vertical clearance. Also, required roadway elevations would be addressed.

Our approach will be to work hand-in-hand with the County and our design team to address all engineering aspects of this bridge replacement project to optimally assess a minimum of three viable bridge replacement alternatives. The team will recommend one alternative that possesses the most County-desired attributes to advance to full design stage.


All data and final products will become the property of County upon project completion. All data will be provided in a mutually agreeable format.

**Deliverables:**
- Draft TS&L Report
- Final TS&L Report
N/A
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: See attached Scope of Work

I. Surveying, Roadway Design & Plans Preparation Section
   A. Survey Data

   B. Roadway Design Files

   C. Computer Aided Drafting Files
D. Specify the Agency's Right to Review Product with the Consultant

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

F. Specify What Agency Furnished Services and Information Is to Be Provided
II. Any Other Electronic Files to Be Provided

III. Methods to Electronically Exchange Data
A. Agency Software Suite

B. Electronic Messaging System

C. File Transfers Format
Exhibit D
Prime Consultant Cost Computations

Please see attached Prime Consultant Cost Computations
### Exhibit D - Prime Consultant Cost Computations
#### N Lake Samish Bridge Replacement - Summary Sheet

<table>
<thead>
<tr>
<th>Work Element 1 - Project Management</th>
<th>16</th>
<th>1</th>
<th>16</th>
<th>8</th>
<th>32</th>
<th>32</th>
<th>24</th>
<th>24</th>
<th>32</th>
<th>24</th>
<th>12</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Element 9 - Traffic Engineering</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Work Element 10 - Typo Size &amp; Location Report</td>
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<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total Staff Hours | 16 | 17 | 8 | 32 | 32 | 24 | 24 | 32 | 56 | 36 | 6 |
| Direct Rates (DR)  | $59.00 | $55.00 | $59.00 | $54.50 | $50.00 | $48.00 | $48.00 | $46.00 | $30.00 | $37.00 | $22.00 |
| OH at 140.85% of DR | $83.10 | $77.47 | $83.10 | $76.76 | $70.43 | $67.61 | $67.61 | $64.79 | $42.26 | $52.11 | $30.99 |
| Profit at 28.75% of DR | $16.96 | $15.81 | $16.96 | $15.61 | $14.38 | $13.60 | $13.60 | $13.23 | $8.63 | $10.64 | $6.39 |
| Negotiated Hourly Rate (NHR = DR+OH+Profit) | $159.06 | $148.28 | $159.06 | $146.93 | $134.80 | $129.41 | $129.41 | $124.02 | $90.88 | $99.75 | $59.31 |
| Total Cost | $2,545 | $2,521 | $1,273 | $4,702 | $4,314 | $3,106 | $3,106 | $3,969 | $4,528 | $3,591 | $356 |

Total = $34,010

Direct Costs (Mileage, Reproduction, Shipping, etc.) = $500

**Subconsultant Costs**
- Work Element 2 - Survey (Wilson) = $14,861
- Work Element 3 - Utility Engineering (Wilson) = $4,872
- Work Element 4 - Geotechnical Engineering - Aspect = $34,827
- Work Element 5 - Hydrology (Anchor) = $7,002
- Work Element 6 - Permitting (Anchor) = $7,190
- Work Element 7 - Aesthetics and Public Involvement (Makers) = $22,737
- Work Element 8 - Constructability & Estimation (Ott-Sakai) = $5,233

**Maximum Amount Payable** = $131,803
February 10, 2016

TranTech Engineering, LLC
12011 NE 1st Street NE, Suite 305
Bellevue, WA 98005

Subject: Acceptance FYE 2015 ICR – Risk Assessment Review

Dear Mr. Nikzad Khashayer:

Based on Washington State Department of Transportation’s (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2015 ICR of 140.85%. This ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

☒ WSDOT Agreements
☒ Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

[Signature]
ERIK K. JONSSON
Manager, Consultant Services Office

EKJ:ck
There isn't any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for
the performance of any work under this AGREEMENT without prior written permission of the AGENCY.
Refer to section VI “Sub-Contracting” of this AGREEMENT.

Please see attached Sub-consultant Cost Computations
Exhibit E - Sub-consultant Cost Computations  
North Lake Samish Road Bridge No.107 Replacement Project

Work Element 2 - Survey (Wilson)

<table>
<thead>
<tr>
<th>Task</th>
<th>Sr. PLS/Hydrographer</th>
<th>Sr. Survey Tech</th>
<th>2-Prs Fld Crew</th>
<th>Hydro Crew</th>
<th>CAD Tech</th>
</tr>
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<td>Task 1 - Control Recovery</td>
<td>2</td>
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<td>Task 2 - Right of Way Analysis</td>
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<td>8</td>
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<td>Task 3 - Upland/Road Topography</td>
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<tr>
<td>Task 4 - Bathymetry</td>
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<tr>
<td>Task 5 - Data Reduction and Drafting</td>
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<td>8</td>
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| Total Staff Hours                       | 16                   | 22              | 34             | 9          | 27       |
| Direct Rates (DR)                       | $47.12               | $27.00          | $54.00         | $74.12     | $30.00   |
| OH at 192.59% of DR                      | $90.75               | $52.00          | $104.00        | $142.75    | $57.78   |
| Profit at 26.25% of DR                   | $12.37               | $7.09           | $14.18         | $19.46     | $7.88    |

Negotiated Hourly Rate (NHR = DR+OH+Profit)  
$150.24  $86.09  $172.17  $236.32  $95.65

Total Cost  
$2,404 $1,894 $5,854 $2,127 $2,583

Total  
$14,861

Direct Costs (production, FedEx, etc)  
$0

Grand Total:  
$14,861
Exhibit E - Sub-consultant Cost Computations
North Lake Samish Road Bridge No.107 Replacement Project

Work Element No 3 - Utility (Wilson)

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Sr. Engineer</th>
<th>Engineer II</th>
<th>Sr. CAD Tech</th>
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<tr>
<td>Task 1 - Obtain Information</td>
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<tr>
<td>Task 2 - Summary of Utilities</td>
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<td>4</td>
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<tr>
<td>Task 3 - Conceptual alternatives for temporary provisions</td>
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<td></td>
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<tr>
<td>Task 4 - Conceptual alternatives for utilities post-construction</td>
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<td></td>
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<tr>
<td>Task 5 - Planning level cost estimates.</td>
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<td>5</td>
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</tr>
</tbody>
</table>

Total Staff Hours
- 27
- 9
- 3

Direct Rates (DR)
- $41.29
- $35.58
- $31.00

OH at 192.59% of DR
- $79.52
- $68.52
- $59.70

Profit at 26.25% of DR
- $10.84
- $9.34
- $8.14

Negotiated Hourly Rate (NHR = DR+OH+Profit)
- $131.65
- $113.44
- $98.84

Total Cost
- $3,555
- $1,021
- $297

Total Direct Costs (production, Fedex, etc)
- 0

Grand Total: $4,872
April 18, 2016

Wilson Engineering, Inc.
805 Dupont Street, Suite 7
Bellingham, WA 98225

Subject: Acceptance FYE 2015 ICR – Risk Assessment Review

Dear Mr. Andy Law:

Based on Washington State Department of Transportation’s (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2015 ICR of 192.59%. This ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

☐ WSDOT Agreements
☒ Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms
Exhibit E - Sub-consultant Cost Computations
N Lake Samish Bridge Replacement

Work Element 4 - Geotechnical (Aspect)

<table>
<thead>
<tr>
<th></th>
<th>Senior Associate</th>
<th>Staff Engineer</th>
<th>Senior Staff Geologist</th>
<th>Senior GIS/CAD</th>
<th>Admin.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Element 3 - Geotechnical</td>
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<tr>
<td>Task 1 - PM</td>
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<td>Task 2 - Field Investigation</td>
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<td>60</td>
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<td>2.5</td>
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<td>Task 3 - Reporting</td>
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<td>8</td>
<td>4</td>
<td>2</td>
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</tbody>
</table>

Total Staff Hours                  27     32     68     6     10.5
Direct Rates (DR)                  $56.95 $30.77 $25.16 $33.54 $22.14
OH at 199.36% of DR                $113.54 $61.34 $50.16 $66.87 $44.14
Profit at 27.25% of DR             $15.52 $8.38 $6.86 $9.14 $6.03

Negotiated Hourly Rate (NHR = DR+OH+Profit)  $186.00 $100.50 $82.18 $108.54 $72.31

Total Cost                        $5,022 $3,216 $5,588 $657 $759

Total                               $15,242

Direct Costs (production, FedEx, etc) $500
Subcontract Lab Reporting           $1,485
Subcontract Drilling                $13,000
Subcontract Traffic Control         $4,600

Grand Total:                        $34,827
July 18, 2016

Aspect Consulting, LLC
350 Madison Avenue N
Bainbridge Island, WA 98110

Subject: Acceptance FYE 2015 ICR – CPA Report

Dear Ms. Trish Klimek:

We have accepted your firm’s FYE 2015 Indirect Cost Rate (ICR) of 199.36% based on the “Independent CPA Report,” prepared in accordance with Part 31 of the FAR, by CPA Consulting, Inc. Your ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate may be subject to additional review if considered necessary by WSDOT and will be applicable for:

☒ WSDOT Agreements
☒ Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms
Exhibit E - Sub-consultant Cost Computations
North Lake Samish Road Bridge Replacement

Work Element 5- Hydrology (Anchor)

<table>
<thead>
<tr>
<th></th>
<th>Principal</th>
<th>Permit Specialist</th>
<th>Water Resources/Archaeologist</th>
<th>PA</th>
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<tbody>
<tr>
<td>Total Staff Hours</td>
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<tr>
<td>Direct Rates (DR)</td>
<td>$90.05</td>
<td>$42.21</td>
<td>$67.62</td>
<td>$37.61</td>
</tr>
<tr>
<td>OH at 176.64% of DR</td>
<td>$159.06</td>
<td>$74.56</td>
<td>$119.44</td>
<td>$66.43</td>
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<tr>
<td>Profit at 24.75% of DR</td>
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<td>$10.45</td>
<td>$16.74</td>
<td>$9.31</td>
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<tr>
<td>Negotiated Hourly Rate (NHR = DR+OH+Profit)</td>
<td>$271.40</td>
<td>$127.22</td>
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<td>Total Cost</td>
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<td>$6,114</td>
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</tbody>
</table>

Total Cost: $7,602

Direct Costs (production, Fedex, etc)

Grand Total: $7,602
Exhibit E - Sub-consultant Cost Computations  
North Lake Samish Road Bridge Replacement

Work Element 6- Permitting and Cultural Resources (Anchor)

<table>
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<tr>
<th></th>
<th>Principal</th>
<th>Permit Specialist</th>
<th>Water Resources Archaeologist</th>
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<th>Total</th>
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<tr>
<td>Task 1 - Cultural Resources Assessment</td>
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<td>Task 2 - Permitting and Environmental Review</td>
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<td>5</td>
<td>31</td>
</tr>
<tr>
<td>Total Staff Hours</td>
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<td>22</td>
<td>0</td>
<td>17</td>
<td>10</td>
</tr>
<tr>
<td>Direct Rates (DR)</td>
<td>$90.05</td>
<td>$42.21</td>
<td>$67.62</td>
<td>$37.61</td>
<td>$26.73</td>
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<tr>
<td>OH at 176.64% of DR</td>
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<td>$74.56</td>
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<tr>
<td>Profit at 24.75% of DR</td>
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<td>$6.62</td>
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<tr>
<td>Negotiated Hourly Rate (NHR = DR+OH+Profit)</td>
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<td>$806</td>
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Total: $7,160

Direct Costs (production, Fedex, etc)  

Grand Total: $7,160
June 23, 2016

TO: Erik Jonson, Contracting Services Manager

FROM: Schatzie Harvey, Agreement Compliance Audit Manager

SUBJECT: Anchor QEA, LLC Indirect Cost Rate for Fiscal Year Ended December 31, 2015

We accept the audit work performed by Clark Nuber related to the Anchor QEA Indirect Cost Rate for the above referenced fiscal year. Clark Nuber audited the Anchor QEA indirect costs for compliance with Federal Acquisition Regulations (FAR), Subpart 31. Our office did not review their audit work.

Based on our acceptance of the CPA’s audit, we are issuing this memo establishing the Anchor QEA Indirect Cost Rate for fiscal year ending December 31, 2015 at 176.64% of direct labor (rate includes 0.25% FCCM).

Costs billed to agreements will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the Indirect Cost Rate.

If you have any questions, feel free to call me at (360) 705-7006, or via email at harveys@wsdot.wa.gov.

Attachment

cc: Steve McKerney
File
Exhibit E - Sub-consultant Cost Computations
N. Lake Samish Dr. Bridge Replacement

Work Element 7 - Aesthetics and Public Involvement (Makers)

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<td>Makers</td>
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<td>1 - PM &amp; Meetings</td>
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<td>2 - Public Event Plan</td>
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<td>3 - Workshop 1</td>
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<td>4 - Webpage</td>
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<td>5 - Renderings (3 total)</td>
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<td>6 - Public Survey</td>
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<td>7 - Review Renderings</td>
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<td>8 - Workshop 2</td>
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<td>9 - Summary of Public Input</td>
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<td>10 - Preferred Concept Selection</td>
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<td>11 - Workshop 3</td>
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<td>12 - Refine Preferred Concept</td>
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<p>| | | | | |</p>
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<th></th>
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<tr>
<td>Total Staff Hours</td>
<td>64</td>
<td>148</td>
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<tr>
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<td>OH at 140.00% of DR</td>
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<td>$22,737</td>
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<td>Direct Costs (production, Fedex, etc)</td>
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<tr>
<td>Grand Total:</td>
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</table>
August 2, 2016

Makers Architecture & Urban Design, LLP
1904 Third Avenue, Suite 725
Seattle, WA 98101

Subject: Acceptance FYE ICR – Negotiated Extension

Dear Mr. Doug Ranney:

We have negotiated and accepted your firms provisional Indirect Cost Rate (ICR) of 140.00%. This rate has been accepted by Makers Architecture & Urban Design contingent upon a desk review of your FYE 2015 or 180 days following their FYE 2015 closing date, whichever is sooner. This agreement does not allow retroactive adjustments from a provisional rate. This ICR acceptance is in accordance with 23 CFR 172.7 and must be updated on an annual basis. This rate will be applicable for:

☐ WSDOT Agreements
☒ Local Agency Contracts in Washington State only

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7104 or via email consultantrates@wsdot.wa.gov.

Regards;

[Signature]
ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms
## Exhibit E - Sub-consultant Cost Computations
### N. Lake Samish Bridge Replacement

**Work Element 8 - Constructability (Ott-Sakai)**

<table>
<thead>
<tr>
<th></th>
<th>Principal</th>
<th>Sr.Construction Specialist</th>
<th>Project Engineer</th>
<th>Bookkeeper</th>
<th>CAD Technician</th>
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<tr>
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<tr>
<td>1.1 - Project set-up</td>
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<td>1.1 - On-Call Constructability</td>
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<td><strong>Total Staff Hours</strong></td>
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**Total** $4,733

**Direct Costs (production, Fedex, etc)**

**Grand Total:** $5,233

7/27/2016
August 1, 2016

Bill Ott, Principal
Kevin Sakai, Principal
14915 88th Place NE
Kenmore, WA 98028-4725

Re: Ott-Sakai & Associates, LLC
Safe Harbor Indirect Cost Rate Extension

Dear Mr. Ott & Mr. Sakai:

Washington State has received approval from our local Federal Highway Administration (FHWA) Division to continue administering the “safe harbor” indirect cost rate program on engineering and design related service contracts, as well as for Local Public Agency projects.

We completed our risk assessment for Ott-Sakai & Associates, LLC in September, 2015. Our assessment was conducted based on the documentation provided by the firm. The reviewed data included, but was not limited to, a description of the company, basis of accounting, accounting system and the basis of indirect costs. Based on our review, we found the firm eligible to use the Safe Harbor rate Ott-Sakai & Associates, LLC opted to use the Safe Harbor rate, rather than provide a FAR-complaint rate.

Based on further review and discussion with the firm, we are issuing an extension of the Safe Harbor Indirect Cost Rate of 110% of direct labor with a field rate, where applicable, of 80% of direct labor for Ott-Sakai & Associates, LLC.

Ott-Sakai & Associates, LLC has agreed to improve Internal Controls and timekeeping processes in order to be able to develop an Indirect Cost Rate Schedule in the future in accordance with the Federal Acquisition Regulations (FAR), Subpart 31. The WSDOT Internal Audit Office has provided guidance and information related to FARs and the AASHTO Audit Guide. The Safe Harbor Rate of 110%, or 80% for field office situations, can be used for agreements entered into prior to June 30, 2018. For agreements entered into after this date, please contact the WSDOT Consultant Services Office (CSO) or our office for guidance.

The Safe Harbor Rate will not be subject to audit. Please coordinate with CSO or your Local Programs contact if you have questions about when to apply the Safe Harbor rate to your agreement.

If you have any questions, please contact me, Jeri Sivertson, or Steve McKerney at (360)705-7003.

Sincerely,

Schatzie Harvey
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
    Jeri Sivertson, Assistant Director of Internal Audit
    Larry Schofield, MS 47323
    File
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 so 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:
| Exhibit G-1(a) | Certification of Consultant |
| Exhibit G-1(b) | Certification of N/A |
| 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 |
| Exhibit G-4   | Certificate of Current Cost or Pricing Data |
Exhibit G-1(a)  Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of TranTech Engineering, LLC whose address is 12011 - NE 1st Street - Suite 305 - Bellevue, WA 98005 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 Public Works 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.

TranTech Engineering, LLC

Consultant (Firm Name)

[Signature]  

Date: 7/26/16

[Signature (Authorized Official of Consultant)]

Agreement Number:

WSDOT Form 140-089 EY Exhibit G
Revised 10/30/2014
Exhibit G-1(b) Certification of

I hereby certify that I am the:

☐
☐ Other

of the , and

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

a) Employ or retain, or agree to employ to retain, any firm or person; or

b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the

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.

__________________________  __________________________
Signature                  Date

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 statues 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.

TranTech Engineering, LLC

Consultant (Firm Name)

[Signature]

Signature (Authorized Official of Consultant)

7/26/16

Date

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.

TranTech Engineering, LLC
Consultant (Firm Name)

[Signature] 7/26/16
Signature (Authorized Official of Consultant)  Date

Agreement Number:

WSDOT Form 140-089 EF Exhibit G
Revised 10/30/2014
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 N Lake Samish Bridge Replacement are accurate, complete, and current as of 7/26/16.

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: TranTech Engineering, LLC

Signature  

Title

Date of Execution***: 2/20/16

---

*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:
Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to $1,000,000.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of $1,000,000.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed $1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: $
- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.
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.
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.
Exhibit J
Consultant Claim Procedures

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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
Hall & Company
19660 10th Ave NE
Poulsbo WA 98370

CONTACT NAME: Linnea Svensson
PHONE: 360-626-2023
FAX: 360-598-3703
E-MAIL: lsvensson@hallandcompany.com

INSURED
TranTech Engineering LLC
12011 NE 1st Street Suite 305
Bellevue WA 98005

INSURER A: The Travelers Indemnity Company of
25682
INSURER B: The Travelers Indemnity Company
25688
INSURER C: Travelers Casualty and Surety Co of
31194
INSURER D: Travelers Property Casualty Company
25674

COVERAGEs CERTIFICATE NUMBER: 1541541759

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

<table>
<thead>
<tr>
<th>Ins No</th>
<th>Type of Insurance</th>
<th>Inthis</th>
<th>WO</th>
<th>Policy Number</th>
<th>Policy Eff</th>
<th>Policy Exp</th>
<th>Limits</th>
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</thead>
<tbody>
<tr>
<td>D</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>Y Y</td>
<td>L114</td>
<td>68026353L114</td>
<td>7/22/2016</td>
<td>7/22/2017</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td>CLAIMS-MADE</td>
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<td>DAMAGE TO RENTED PREMISES (EA occurrence) $300,000</td>
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<td>MED EXP (Any one person) $5,000</td>
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<td>LOC</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td>BODILY INJURY (Per person) $</td>
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<td>ALL OWNED AUTOS</td>
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<td>BODILY INJURY (Per accident) $</td>
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<td>B</td>
<td>UMBRELLA LIABILITY</td>
<td>Y Y</td>
<td>T30</td>
<td>CUP6782Y730</td>
<td>7/22/2016</td>
<td>7/22/2017</td>
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<td>EXCESS LIABILITY</td>
<td>CLAIMS-MADE</td>
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<td>DED</td>
<td>X RETENTION $10,000</td>
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<td>D</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>N/A</td>
<td>L114</td>
<td>68026353L114</td>
<td>7/22/2016</td>
<td>7/22/2017</td>
<td>PER STATUTE</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ)</td>
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<td>E.L. EACH ACCIDENT $1,000,000</td>
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<td></td>
<td>Y/N</td>
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<td>E.L. DISEASE - EA EMPLOYEES $1,000,000</td>
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<td>DESCRIPTION OF OPERATIONS BELOW</td>
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<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
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<td>$2,000,000 Aggregate</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 151, Additional Remarks Schedule, may be attached if more space is required)

Project: N Lake Samish Bridge Replacement
The certificate holder is an additional insured per the attached.

CERTIFICATE HOLDER
Whatcom County Public Works
Attn: Douglas W Ranney II, P.E.
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

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EMPLOYERS OVERHEAD LIABILITY

This modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

LIST OF STATES
WA

LIMITS OF INSURANCE

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury by Accident</td>
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<td>Each Accident</td>
<td>1,000,000</td>
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<tr>
<td>Bodily Injury by Disease</td>
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<td>Aggregate</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>1,000,000</td>
<td>Each Employee</td>
<td></td>
</tr>
</tbody>
</table>

None of the terms of the Coverage Part to which this endorsement is attached apply to the insurance provided by this endorsement, except for the COMMON POLICY CONDITIONS and Section IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.

SECTION I — COVERAGE

1. Insuring Agreement

This insurance applies to "bodily injury" by accident or "bodily injury" by disease to your "employees". "Bodily injury" includes resulting death.

a. The "bodily injury" must arise out of and in the course of the injured "employee's" employment by you.

b. The employment must be necessary or incidental to your work in the state(s) listed in the Schedule above.

c. You must maintain for the "employee" full Workers Compensation Insurance coverage in the Workers Compensation State Fund of the state(s) listed in the Schedule above during the term of this insurance or shall be a qualified self insurer approved by the State Workers Compensation Commission and in good standing.

d. "Bodily injury" by accident must occur during the endorsement period.

e. "Bodily injury" by disease must be caused or aggravated by the conditions of your employment. The "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury" by disease must occur during the endorsement period.

f. If you are sued, the original "suit" and any related legal actions for damages for "bodily injury" by accident or disease must be brought in the United States of America, its territories or possessions, or Canada.

2. We Will Pay

We will pay all sums you legally must pay as damages because of "bodily injury" to your "employees", provided the "bodily injury" is covered by this insurance. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph 5. Supplementary Payments of this COVERAGE Section.

The damages we will pay, where recovery is permitted by law, include damages:

a. for which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";

b. for care and loss of services; and

c. for consequential "bodily injury" to a spouse, child, parent, brother or sister of the injured "employee";
provided that these damages are the direct consequence of "bodily injury" that arises out of and in the course of the injured "employee's" employment by you; and

d. because of "bodily injury" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as an employer.

3. We Will Defend

We have the right and duty to defend you, at our expense, against any claim, proceeding or "suit" seeking damages payable by this insurance. We have the right to investigate any "bodily injury" and settle these claims, proceedings and "suits".

The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III).

We have no duty to defend you against a claim, proceeding or "suit" that is not covered by this insurance. We have no duty to defend or continue defending you after we have paid our applicable limit of liability under this insurance.

4. Exclusions

This insurance does not apply to:

a. Liability assumed under a contract or agreement. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;

b. Punitive or exemplary damages because of "bodily injury" to an "employee" employed in violation of law;

c. "Bodily injury" to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your partners (if you are a partnership), your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), your members or managers (if you are a joint venture or limited liability company) or your trustees (if you are a trust);

d. Any obligation imposed by a Workers Compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;

e. "Bodily injury" intentionally caused or aggravated by you;

f. Any damages for "bodily injury" with respect to which the insured is deprived of any defense or defenses;

g. "Bodily injury" occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

h. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or any personnel practices, policies, acts or omissions;

i. "Bodily injury" to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

j. "Bodily injury" to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an "employee" due to "bodily injury" arising out of or in the course of employment, or any amendments to those laws;

k. "Bodily injury" to a master or member of the crew of any vessel;

l. Fines or penalties imposed for violation of federal or state law;

m. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

5. Supplementary Payments

We will pay with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
a. Reasonable expenses incurred at our request, but not loss of earnings;
b. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
c. Litigation costs taxed against you;
d. Interest on a judgment as required by law until we offer the amount due under this insurance; and
e. Expenses we incur.
These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations of the Coverage Part to which this endorsement is attached as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to their liability as stockholders.
   d. An organization other than a partnership or joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
   a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization, or the end of the endorsement period, whichever is earlier;
   b. Coverage does not apply to "bodily injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations of the Coverage Part to which this endorsement is attached.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule above and the following rules fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".

2. The Bodily Injury by Accident – Each Accident limit is the most we will pay for all damages because of "bodily injury" to one or more "employees" in any one accident. A disease is not "bodily injury" by accident unless it results directly from "bodily injury" by accident.

3. The Bodily Injury by Disease – Aggregate limit is the most we will pay for all damages because of "bodily injury" by disease, regardless of the number of "employees" who sustain "bodily injury" by disease;

4. The Bodily Injury by Disease – Each Employee limit is the most we will pay for all damages because of "bodily injury" by disease to any one "employee", subject to 3. above.

Under parts 3. and 4. above, "bodily injury" by disease does not include disease that results directly from "bodily injury" by accident.

The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the endorsement period, unless the endorsement period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – DEFINITIONS

1. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
COMMERCIAL GENERAL LIABILITY

2. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

3. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

4. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

5. "Suit" means a civil proceeding in which damages because of "bodily injury" to which this insurance applies are alleged. "Suit" includes:

   a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

   b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

6. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

7. "Workers Compensation Laws" means the workers or workmen's compensation law and occupational disease law of each state or territory. It includes any amendments to that law which are in effect during the endorsement period. It does not include the provisions of any law that provides non-occupational disability benefits.
ITEM ONE: Policy Number: BA-5532L225-16-GRP

INSURING COMPANY: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

Declarations Period: From: 07-22-16 to 07-22-17 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial Automobile Coverage Part consists of these Declarations and the Business Auto Coverage Form shown below.

FORM OF BUSINESS: LIMITED LIABILITY CO

ITEM TWO:

A. COVERAGE AND LIMITS OF INSURANCE:

Coverage applies only to those "Autos" shown as Covered "Autos". "Autos" are shown as covered "autos" for the applicable coverages by the entry of one or more of the symbols from Section 1 - Covered Autos of the Business Auto Coverage Form next to the name of the coverage.

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<tr>
<th>COVERAGE</th>
<th>COVERED AUTO SYMBOL</th>
<th>LIMITS OF INSURANCE</th>
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<td>COVERED AUTOS LIABILITY</td>
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<td>$1,000,000</td>
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<tr>
<td>PHYSICAL DAMAGE</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Comprehensive Coverage</td>
<td></td>
<td>Actual Cash Value or Cost of Repair, whichever is less, minus deductible shown in ITEM THREE-SCHEDULE OF COVERED AUTOS YOU OWN for each covered Auto. SEE ITEM FOUR FOR HIRED OR BORROWED &quot;AUTOS&quot;.</td>
</tr>
<tr>
<td>PHYSICAL DAMAGE</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Collision Coverage</td>
<td></td>
<td>Actual Cash Value or Cost of Repair, whichever is less, minus deductible shown in ITEM THREE-SCHEDULE OF COVERED AUTOS YOU OWN for each covered auto. SEE ITEM FOUR FOR HIRED OR BORROWED &quot;AUTOS&quot;.</td>
</tr>
</tbody>
</table>

CA TO 01 02 15
PRODUCER MICHAEL J HALL & COMPANY CGX28 OFFICE SPC A&E 21X
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED
(Section II):

Any person or organization that you agree in a
"contract or agreement requiring insurance" to include
as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on
your behalf:

a. In the performance of your ongoing operations;
b. In connection with premises owned by or
rented to you; or
c. In connection with "your work" and included
within the "products-completed operations
hazard".

Such person or organization does not qualify as
an additional insured for "bodily injury", "property
damage" or "personal injury" for which that person
or organization has assumed liability in a con-
tract or agreement.

The insurance provided to such additional insured
is limited as follows:

d. This insurance does not apply on any basis to
any person or organization for which coverage
as an additional insured specifically is added by another endorsement to this Coverage Part.

e. This insurance does not apply to the render-
ing of or failure to render any "professional
services".

f. The limits of insurance afforded to the addi-
tional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declara-
tions for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4.
Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance
provided to an additional insured under this Cov-
erage Part must apply on a primary basis, or a
primary and non-contributory basis, this insurance
is primary to other insurance that is available to
such additional insured which covers such addi-
tional insured as a named insured, and we will not
share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for
which coverage is sought occurs; and

(2) The "personal injury" for which coverage is
sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance
still is excess over valid and collectible other
insurance, whether primary, excess, contingent or
on any other basis, that is available to the insured
when the insured is an additional insured under
any other insurance.

C. The following is added to Paragraph 8. Transfer
Of Rights Of Recovery Against Others To Us
in COMMERCIAL GENERAL LIABILITY CON-
DITIONS (Section IV):

We waive any rights of recovery we may have
against any person or organization because of
payments we make for "bodily injury", "property
damage" or "personal injury" arising out of "your
work" performed by you, or on your behalf, under
a "contract or agreement requiring insurance" with
that person or organization. We waive these
rights only where you have agreed to do so as part of the "contract or agreement requiring insur-
ance" with such person or organization entered
into by you before, and in effect when, the "bodily
injury” or “property damage” occurs, or the “personal injury” offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., OUR RIGHT TO RECOVER FROM OTHERS., of SECTION IV – CONDITIONS:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
b. "Personal injury" or "advertising injury" caused by an "offense" that is committed, subsequent to the execution of the contract or agreement.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:
Number of Days Notice of Cancellation: 30

NONRENEWAL:
Number of Days Notice of Nonrenewal: 30

PERSON OR
ORGANIZATION:
WHATCOM COUNTY PUBLIC WORKS
ATTN MR DOUGLAS RANNEY, PE LEEP AP

ADDRESS:
322 N COMMERCIAL STREET
BELLINGHAM, WA 98225

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: Number of Days Notice of Cancellation: 30
NONRENEWAL: Number of Days Notice of Nonrenewal: 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF, 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME & ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATION RECEIVES NOTICE FROM US OF CANCELLATION OF THIS POLICY AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:
THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:
A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):
WHATCOM COUNTY PUBLIC WORKS
ATTN: R. DOUGLAS RANNEY

PROJECT/LOCATION OF COVERED OPERATIONS:
322 N COMMERICAL STREET, SUITE 210
BELLINGHAM, WA 98225

PROVISIONS

A. The following is added to WHO IS AN INSURED
(Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;
b. In connection with premises owned by or rented to you; or
c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply to the rendering of or failure to render any "professional services".
e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this
COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CON-DITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.
SPECIFIED PERSON OR ENTITY – NOTICE OF CANCELLATION PROVIDED BY THE COMPANY

This endorsement changes the following:

Professional Liability Terms and Conditions

PROVISIONS:

If the Company cancels this policy for any statutorily permitted reason other than nonpayment of premium, the Company will mail or deliver notice of cancellation to the Specified Person or Entity shown in such Notice Schedule. The Company will mail or deliver such notice to the address shown in the Notice Schedule at least the number of days shown for cancellation in such Notice Schedule before the effective date of cancellation.

Notice Schedule

Number of Days Notice of Cancellation: 30

Specified Person or Entity: WHATCOM COUNTY PUBLIC WORKS ATT MR DOUGLAS W RANNEY PE LEED AP

Specified Person or Entity Address: 322 N COMMERICAL STREET SUITE 210 BELLINGHAM WA 98225

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number: 105315328
WRIA 1 Planning Unit Caucus Support Request

The Non-Governmental Water System Caucus of the WRIA 1 Planning Unit is requesting caucus funding support from the County utilizing money earmarked by the Council for this purpose in the 2016 budget.

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

THROUGH: Jon Hutchings, Director

FROM: Gary S. Stoyka, Natural Resources Program Manager

RE: WRIA 1 Planning Unit Caucus Support Funding Request

DATE: July 28, 2016

---

Requested Action
On behalf of the WRIA 1 Planning Unit, County staff is submitting a request for caucus support funding for the Non-Governmental Water Systems caucus for approval.

Background and Purpose

On November 24th, 2015 the Whatcom County Council “earmarked” $10,000 for caucus financial support in the 2016 budget. At the July 27th meeting, the WRIA 1 Planning Unit approved a motion to forward request for caucus support funding from the Non-Governmental Water Systems (NGWS) caucus for $2,500.00 to the County Council. The Planning Unit recommended that the County Council approve the request and enter into an agreement with the NGWS caucus. Per the procedures established by the County Council, funding decisions for caucus support are to be made by the County Council.

Funding Amount and Source
The Whatcom County Council “earmarked” $10,000 for caucus financial support in the 2016 council budget. Funding for this caucus support request would come from that budget.

Please contact Gary Stoyka at extension 6218, 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>Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Gary Stoyka</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Larry Helm/Non-Governmental Water Systems caucus</td>
</tr>
</tbody>
</table>

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

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

If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #

(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

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

If No, include WCC:

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

If yes, grantor agency contract number(s) ____________________ CFDA # ____________________

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

If yes, associated Whatcom County grant contract number(s) ____________________

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

If yes, RFP and Bid number(s) ____________________ Cost Center: 1100

**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 120 days
- [X] Contract less than $100,000.
- [ ] Contract for Commercial off the shelf items (COTS)
- [ ] Contract work is all performed outside U.S.
- [ ] Work related subcontract less than $25,000.
- [ ] Interlocal Agreement (between Govt's)
- [ ] Public Works - Local Agency/Federally Funded FHWA

**Contract Amount:**

(sum of original contract amount and any prior amendments)

$ 2,500.00

This Amendment Amount:

$ __________________

Total Amended Amount:

$ __________________

**Summary of Scope:**

Caucus support funding for the Non-Governmental Water Systems caucus on the WRIA 1 Planning Unit.

**Term of Contract:**  Expiration Date: none

**Contract Routing Steps & Signoff:** [sign or initial][indicate date transmitted]

1. Prepared by: Gary S. Stoyka  Date 7/28/16 [electronic]
2. Attorney reviewed: Daniel L. Gibson  Date 07/29/16 [electronic]
3. AS Finance reviewed: bbennett  Date 8/01/16 [electronic]
4. IT reviewed if IT related
   Date

5. Corrections made:
   Date [electronic]  hard copy printed

6. Attorney signoff:
   Date

7. Contractor signed: [ ]  Date 8/8/16
8. Submitted to Exec Office: [ ]  Date 8/31/16 [summary via electronic; hardcopies]
9. Council approved (if necessary):
   Date
10. Executive signed: [ ]  Date
11. Contractor Original Returned to dept; [ ]  Date
12. County Original to Council [ ]  Date

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

- Professional Services Agreement above $20,000.
- Bid is more than $40,000.
- Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

**RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.**
August 8, 2016

Whatcom County Council
311 Grand Avenue
Bellingham, WA 98225

Subject: Non Government Water System Caucus Application to the WRIA 1 Planning Unit and Whatcom County Council for $2,500 of the Funds Set Aside for the WRIA 1 Planning Unit for 2016

On behalf of the Non Government Water Systems Caucus (NGWS), via the WRIA 1 Planning Unit, I am submitting the NGWS application for $2,500 of the $40,000 set aside for the WRIA 1 Planning Unit for Calendar Year 2016 by the Whatcom County Council on November 24, 2015¹. This application was submitted to the WRIA 1 Planning Unit for their consideration on July 27, 2016, and following their approval (Motion No. 3²) this application is being submitted to the Whatcom County Council.

This application is a substantially reduced version of the application submitted by the NGWS Caucus in February 2016. Requested funds will be used to help rebuild the NGWS caucus through outreach to water associations in WRIA 1. The outreach will be through a newsletter, meetings with water association board members, and an annual meeting. Notice of the annual meeting will be via surface mail, email, as well as advertisements in local newspapers. The attached budget (Exhibit A) describes the work and uses of the requested funds. This application is a first step in rebuilding the NGWS caucus with the ultimate goal of the caucus becoming self-sustaining.

This application includes the following materials:

<table>
<thead>
<tr>
<th>Item</th>
<th>Attachment Number or Exhibit Letter</th>
</tr>
</thead>
<tbody>
<tr>
<td>This Transmittal letter</td>
<td>N/A</td>
</tr>
<tr>
<td>Annual Update Questionnaire</td>
<td>1</td>
</tr>
<tr>
<td>WRIA 1 Watershed Management Project Caucus Support Application</td>
<td>2</td>
</tr>
<tr>
<td>Letter of Agreement (LoA). The LoA contains references to three Exhibits; A, B and C, listed below. (Please note that the LoA submitted to the Planning Unit was modified by the County Administration to reflect that the County would only reimburse expenses and to explicitly include the three Exhibits).</td>
<td>3</td>
</tr>
<tr>
<td>Budget</td>
<td>A</td>
</tr>
<tr>
<td>Participation Assistance Policy (PAP)</td>
<td>B</td>
</tr>
<tr>
<td>Whatcom County Purchasing Policy</td>
<td>C</td>
</tr>
</tbody>
</table>

Please note that the Application footer with page numbers continues through all the Attachments and Exhibits to facilitate use of the entire Application.

¹ The Planning Unit allocated $10,000 of the $40,000 for individual caucus support at their April 28, 2016 meeting (Motion No. 3). A maximum of $2,500 per caucus was recommended at the time and only four (4) caucuses showed interest in applying for the funds.

² See July 27, 2016 WRIA 1 Planning Unit Meeting Summary available at http://wria1project.whatcomcounty.org/Get-Involved/9.aspx. A draft Meeting Summary will be available August 17, 2016 in the Planning Unit agenda package distributed for the August 24, 2016 Planning Unit meeting. The draft summary will be up for review and approval at the August 24, 2016 meeting.
The application process adopted by the Planning Unit on Oct. 28, 2015 and amended on February 24, 2016 is described below. The February 24, 2016 amendment added Planning Unit review and approval of individual caucus support funding applications.

1. The Planning Unit approves a funding request to go before the Whatcom County Council for their consideration. For individual caucus applications:
   a. At a minimum, the Application Package includes the Annual Caucus Questionnaire, Caucus Letter of Agreement, Caucus Support Application, and a Caucus Budget.

2. The application goes to the County Council for their review and approval. If there are questions and/or comments, the County Council directs those to the Planning Unit.

3. Once an individual caucus funding application is approved by the Whatcom County Council, the Letter of Agreement becomes a contract between the County and the NGWS. The Letter of Agreement is then submitted to the County Finance Department through which the caucus can submit invoices after the invoices have been approved by the NGWS board.
   a. Funds are not provided up-front by the County. Mr. Gary Stoyka of Public Works is looking into means to cover costs such as printing, postage, and similar costs. This may be the County providing that service through an account setup for the caucus, or through use of a third-party vendor, or via another means.

Please contact me if you have any questions or comments. Thank you for your time and consideration.

Sincerely,

Larry Helm
President, Non Government Water Systems Caucus
WRIA 1 Watershed Management Project Planning Unit Caucus
Annual Update Questionnaire
June 2016

NAME OF CAUCUS: Non-Government Water Systems

Caucus composition

1) What groups are currently being represented by your caucus?

All Group A and Group B public water systems, as defined by the WA state Dept of Health, located within the geographic boundaries of Water Resource Inventory Area (WRIA) 1.

2) How has the caucus integrated new members?

In the past, all Group A and Group B public water systems in WRIA 1 are eligible to participate in the caucus, and each member had access to a web page that provided updates on caucus efforts and means to participate. New members were provided an information packet outlining the work of the caucus and the Planning Unit to date, via the same web page. The caucus holds annual meetings to which all members are invited. Please note that the web page is no longer available and a replacement is not being pursued at this time.

Due to lack of funding, the caucus steering committee did not perform significant recruiting efforts in 2015, but is planning to use requested funds to build caucus membership and involve all interested members.

3) Does your caucus utilize a steering committee? If so, please indicate the current membership of the committee.

The caucus steering committee role is performed by the Whatcom Water Systems Caucus (WWSC), a Washington registered not-for-profit corporation. WWSC has adopted bylaws, last updated in 2013, detailing the scope of responsibility of the WWSC board, and membership in the group.

Current officers:
Larry Helm, President
Judy Slotemaker, Treasurer
Klaus Klix, Secretary
Andy Ross, board member
Dave Schweigert, board member

4) Please estimate the number of current members of your caucus.

300-plus non-government water systems; the number fluctuates from time to time as some water systems merge with others, and new ones are created. For a detailed list, please visit the DOH website.
Caucus Representative

1) Have your representatives or alternates changed from those indicated on the WRIA 1 website? If so, please indicate this new contact information.

Primary Representative has changed as of Feb 8, 2016:

Larry Helm
2660 East 41st Terrace Bellingham WA 98226
larmsha@earthlink.net

2) Please describe the means of communication between the representative and the caucus. (e.g. meetings, phone, e-mail, newsletter, etc.), and the frequency of communication.

WWSC maintains an email list, plus official mailing list from Washington Department of Health. Mailings are sent out to members announcing annual meetings, as well as newsletters. Such newsletters are mailed out quarterly, semi-annually, or annually, depending on the availability of funds.

Due to lack of funding, the caucus steering committee has not yet undertaken such mailings and is requesting funds in large part to perform this task. One newsletter is anticipated for 2016 as well as one mailing and newspaper advertisements to announce the annual meeting.

3) Please describe the communication structure used to assure that the representative is speaking on behalf of the constituency.

Annual meetings; quarterly meetings (funding permitting); email updates with requests for feedback potentially online surveys, and informal discussions with active members, plus outreach to other members when time and funds permit. At present, no funds exist so communication with members is informal.

4) How do you keep the constituency informed about Planning Unit meetings discussions and seek their advice and comments?

Annual meetings; quarterly meetings (funding permitting), newsletters, email, and potentially online surveys. At present, no funds exist so communication with members is informal.

5) How regularly do you meet? Please indicate the total number of meetings of the caucus held in the first year. If you have a steering committee, please also indicate the number of meetings held by that group during the first year.

The caucus usually holds a membership meeting at least annually, if not quarterly, depending on availability of funds

Caucus annual meetings took place in 2013 and 2014. Caucus has had no funding to hold annual meetings in 2015 and will use the requested funds to hold an annual meeting in 2016.

The steering committee meets typically meets once a month.
WR1A 1 Watershed Management Project
Caucus Support Application

To be considered for assistance, each caucus must submit an application. Applications will be evaluated on the basis of the criteria set out in the Participant Assistance Policy. To assist with the evaluation, caucuses are requested to include the following information in their applications. Please provide additional relevant information.

PLEASE INCLUDE:

Non-Government Water Systems
NAME OF CAUCUS
July 12, 2016
DATE OF APPLICATION

REPRESENTATIVE: Larry Helm

ADDRESS 2660 East 41st Terrace Bellingham WA 98226

TELEPHONE 360 961 9584 FAX NUMBER N/A

E-MAIL ADDRESS larnsha@earthlink.net

Criteria 1: INABILITY TO EFFECTIVELY REPRESENT CAUCUS INTERESTS DUE TO FINANCIAL LIMITATIONS

1) Are caucus expenses presently being covered? Do you have access to phone/fax/e-mail/mail services for the purpose of caucus communication?

No, the caucus has no funds at this time. The steering committee volunteers its time, some equipment and some materials to maintain a minimal level of service to members. The caucus seeks funding necessary to begin re-constituting itself, and thereby move toward self-sufficiency based on member donations.

Existing email and phone service possessed by individual Board members are currently used.
2) What resources are available to your caucus and the caucuses' member organizations (including monies from a tax base, membership dues, revenues generated from commercial interests or fund raising proceeds)? Please explain why these resources will not allow effective participation of caucus interest.

The caucus has no funds available at this time and requires the sums requested in order to function. Non-government systems do not have a tax base. Membership dues and donations fell to near zero in the four-year hiatus of Planning Unit (2009 – 2013). Funding is required for membership outreach to hold an annual membership meeting.

The caucus membership needs to be rebuilt, by demonstrating that the Planning Unit is worth being involved in, and conveying that information to the caucus membership in an effective manner, via multiple channels (mail, email, meetings etc.). The caucus steering committee has worked hard to contribute to the former, but now needs help in doing the latter.

Criteria 2: EFFICIENT AND EFFECTIVE USE OF ASSISTANCE

Please answer the following question regarding your need for assistance.
[NOTE: In addition to answering these questions an itemized budget must be submitted.]

1) To what uses will the assistance be put?

Caucus rebuilding:
- Member participation recruitment via email, mail, membership meetings, and direct outreach to members via site visits.

Membership services:
- Newsletter and email updates. Convey issues to members and request feedback.
- Timely processing of member input on WRIA 1 issues.
- Assistance with individual system issues.
2) Who will receive the assistance?

Vendors will be paid for hard costs (e.g., printing, postage, see attached budget), and Board members will be reimbursed for mileage to and from meetings with Water Associations as part of the outreach effort.

3) How will the assistance requested enable more effective representation; specifically how will better communication within the caucus be achieved?

Membership outreach, recruitment, meetings and updates require email, and printing and postage for newsletters and meeting announcements. By these means caucus members can be kept up to date and can provide input to the caucus steering committee via emails and possibly online surveys. Meetings with individual Water Associations will also facilitate more effective representation.

4) What attempts have been made to minimize assistance required?

Board members are volunteering their time involved and only requesting funding for hard costs such as printing and postage.

Criteria 3: DEMONSTRATED COMMITMENT

Please explain below what resources have been contributed by the caucuses’ member organizations. Describe attempts to raise funds from other sources (including supporting information such as copies of membership donation letters, grant applications to and responses from foundations and other granting bodies, etc.) Please attach relevant documentation.

In the past, Water Associations contributed funds and caucus members also made in-kind donations which included the following (but the funds are exhausted): printing and postage, mileage, and office space and office equipment.

Please attach the following information.
- Annual Update Questionnaire (Enclosed as part of this Caucus Support Funding Application)
Criteria 4: **FINANCIAL ACCOUNTABILITY**

*Please include below the name and contact information of an individual or legal entity (e.g. registered non-profit organization or corporation) with whom the County can enter into a contract and who will be the sole point of contact regarding assistance for the period covered by this application:*

Larry Helm
NAME

ADDRESS  2660 East 41st Terrace Bellingham WA 98226

TELEPHONE  360 961 9584  FAX NUMBER  N/A

E-MAIL ADDRESS  larnshla@earthlink.net
LETTER OF AGREEMENT

WHEREAS, Whatcom County agrees to provide funding for the purpose of caucus support, to fund such qualified activities as will enable caucus members to better perform caucus duties in the course of the Planning Unit functions related to the WRIA #1 Watershed Management Project; and

WHEREAS, for the purpose of conducting business with Whatcom County, each Caucus shall designate one individual to be its representative; and

WHEREAS, the Non-Government Water System Caucus hereby designates Larry Helm to act as its representative for the purpose stated herein; and

WHEREAS, it is agreed that Whatcom County will provide funding up to but not exceeding the amount of Two Thousand Five Hundred ($2,500.00) to the Non-Government Water System Caucus through its designated representative; and

WHEREAS, Whatcom County will reimburse the caucus representative upon receipt of a vendor invoice for costs incurred consistent with caucus budget (Exhibit A).

WHEREAS, the caucus representative will oversee the work of the caucus, and will verify the adequacy and accuracy of the invoices submitted to the County; and

NOW, THEREFORE, it is agreed by the undersigned that he/she undertakes the responsibility to conduct all transactions with Whatcom County and the Non-Government Water System Caucus as stipulated and allowed for in the WRIA 1 Watershed Management Project Participant Assistance Policy (Exhibit B) and the Whatcom County Purchasing Policy (Exhibit C).

NON-GOVERNMENTAL WATER SYSTEM CAUCUS

Larry R. Helm

Caucus Designee Signature

Larry R. Helm

Name printed

8/8/2016

Date

WHATCOM COUNTY

Barry Buchanan, Council Chair

Date
Budget for Non Government Water Systems Caucus July to December 2016

Please note that amounts spent may vary from those listed as they are estimates provided by vendors. If actual costs for some items are greater than shown below, other line items will be proportionally reduced to keep from exceeding $2,500.

<table>
<thead>
<tr>
<th>Budget Items and Description</th>
<th>Amount</th>
<th>Unit type</th>
<th>Cost/unit ($)</th>
<th>Amount ($)</th>
<th>Payee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attend Water System Board Meetings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mileage reimbursement: (480 miles): 2 Board Members per meeting, 12 Meetings, 20 miles each round trip</td>
<td>480</td>
<td>Miles</td>
<td>0.94</td>
<td>259.20</td>
<td>Board Member</td>
</tr>
<tr>
<td>Photocopy of hardship materials to distribute at meetings</td>
<td>100</td>
<td>2-sided photocopy</td>
<td>0.14</td>
<td>15.34</td>
<td>Photocopy Business</td>
</tr>
<tr>
<td>NGWS Caucus Membership Meeting</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Notification</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Printed postcards (5.25&quot;x3.5&quot;)</td>
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<td>Postcard</td>
<td>0.37</td>
<td>185.17</td>
<td>Print/Photocopy Business</td>
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<tr>
<td>Pre-paid postage</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advertisement in local Newspapers [Handicap, 2x6 inch meeting notice/advertise]</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Bellingham Herald (twice, one week apart)</td>
<td>2</td>
<td>Advertisement</td>
<td>171.00</td>
<td>342.00</td>
<td>Bellingham Herald</td>
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<td>Ferndale Record (Weekly, twice)</td>
<td>2</td>
<td>Advertisement</td>
<td>80</td>
<td>160.00</td>
<td>Ferndale Record</td>
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<tr>
<td>Lynden Tribune (Weekly, twice)</td>
<td>2</td>
<td>Advertisement</td>
<td>162</td>
<td>324.00</td>
<td>Lynden Tribune</td>
</tr>
<tr>
<td>Northern Light (Weekly, twice)</td>
<td>2</td>
<td>Advertisement</td>
<td>138.6</td>
<td>277.20</td>
<td>Northern Light</td>
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<td>Rental of Meeting Space (5 hours)</td>
<td>2.5</td>
<td>Hours</td>
<td>100</td>
<td>250.00</td>
<td>Selling Owner</td>
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<tr>
<td>Snacks and Coffee</td>
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<td></td>
<td></td>
<td>50</td>
<td>25.77 Grocery Store(s)</td>
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<tr>
<td>Newsletter</td>
<td></td>
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<td></td>
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<tr>
<td>Printing of NW newsletter, one page, tri-fold</td>
<td>500</td>
<td>Newsletter</td>
<td>0.31</td>
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<td>Print/Photocopy Business</td>
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<td>Pre-paid postage</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,500.00</td>
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</table>
EXHIBIT B

WRIA I Watershed Management Project
Participant Assistance Policy

Background

The WRIA I Watershed Management Project provides a framework for the local community to identify the nature and extent of water resource issues within Whatcom County and to develop a management strategy that meets local needs and interests. Local community involvement is critical to the success of the project. A variety of avenues have been established and used to provide opportunities for local involvement. One such avenue is through the formation of the Planning Unit that is largely composed of caucuses representing diverse water interests. In order for these caucuses to effectively represent their constituency, varying degrees of resources are needed. Some caucuses may need extensive support, others may require minimal support. While some support has been provided through in-kind services and grant funding is being pursued, additional, on-going, reliable support is still needed.

Goal

Support for non-governmental caucuses to communicate with their members and to develop educational information to distribute to caucus members so that the needs of each caucus are integrated into the Watershed Planning process.

Policy

Participant assistance is intended to support caucus information exchange and input during implementation of the WRIA I Watershed Management Plan. Where a caucus is unable to effectively represent its interests due to financial limitations, the County will provide available assistance, as available.

Eligible expenses

Whatcom County will provide funding to needy caucus members through an application process. Currently $10,000 is provided in the 2016 budget for caucus support. Whatcom County will help support activities that include,

1) Administration/communication costs (e.g. copying, postage, mailings, telephone, fax, e-mail, etc.) within an approved budget to organize caucus meetings.

2) Facilities for caucus meetings and/or, where required, facilitators for caucus meetings.

3) Development of public information and education materials for caucuses that support implementation and/or update of the Watershed Plan.
Eligibility for Assistance

To be considered for assistance, each caucus must submit an application. Applications will be evaluated on the basis of the following criteria:

1) Inability to effectively represent caucus interests due to financial limitations.

Assistance is given on the basis of demonstrated need. Applications must include a statement outlining all resources available to the caucus and the caucuses' member organizations (including monies from a tax base, membership dues, revenues generated from commercial interests, or fund raising proceeds) and a clear explanation of why existing caucus resources will not allow effective representation of caucus interests.

2) Demonstration of efficient and effective use of assistance

Applications must contain a clear and reasoned budget, and must outline uses to which assistance will be put, who will receive assistance, how assistance will address issues identified under criterion number (1) above, including how communication within the caucus will be achieved, and what attempts were made to minimize assistance required.

3) Demonstrated commitment

Applications must outline resources contributed by the caucuses' member organizations. In addition, the following conditions must be met:

- Attendance at Planning Unit Meetings – The caucus must be represented at Planning Unit Meetings by their representative or designated alternate(s)
- Submission of Annual Update Questionnaire – Each caucus receiving funds must submit a completed Caucus Questionnaire, annually. The purpose of the questionnaire is to confirm that caucuses include all “stakeholders” in WRIA 1 who associate themselves with the issues and interest of that caucus. It is also important to confirm that caucus representatives accurately represent the views of the group and are accountable to that group.
- Semi-Annual Communication with Members – Caucuses must provide a minimum of a semi-annual update to caucus members.
- Semi-Annual Forum – Each caucus receiving funds must provide a minimum of a semi-annual forum for meeting directly with caucus members.
Financial accountability

Applications must identify an individual or legal entity (e.g. a registered non-profit organization or corporation) willing to enter into contract with the County. The individual or legal entity will be responsible for keeping records, providing original receipts to receive compensation for approved expenses, and will be the sole point of contact with County regarding assistance.

Administration

Appropriate deadlines for receipt of participant assistance applications will be established for each fiscal year so that prospective recipients can be evaluated relative to each other and decisions can be based on the total amount of assistance requested for the fiscal year.

Where an application is denied or denied in part, the County will provide written reasoning explaining how the criteria were applied and the rationale behind final decisions. Generally, caucuses receiving assistance will be reimbursed within thirty (30) days of receipt by the County of a monthly invoice for expenses approved in the budget. Original receipts are required for reimbursement.
EXHIBIT C

Purchasing Policies

Whatcom County Purchasing Policies

A. All purchases: All purchases of goods and services must follow the bid requirements established by the Whatcom County Code. Purchases may not be split to avoid bid requirements. All bid limits expressed as dollar values include sales tax and freight.

B. Purchases less than $2,000: No formal bid procedures are required. However, it is Whatcom County’s policy to purchase supplies, equipment and services of the necessary quality at the lowest possible cost.

C. Purchases between $2,000 and $10,000: At least 3 vendors shall be contacted to determine the best source for the purchase. Quotes can be obtained from interested vendors in writing or verbally. All quotes shall be documented on the purchase requisition (each quote including vendor name, vendor contact name, date, and telephone number) and submitted to the Purchasing Section of the Administrative Services Department (AS/Purchasing).

D. Purchases in excess of $10,000: Formal bid procedures, as outlined in Section II. below, shall be performed. There are exceptions to the formal bid process, which are:

1. Declaration of an emergency by the County Executive.
2. Repairs for less than $20,000 to essential equipment.
3. Purchases from other governments.
4. Purchase made upon the authority of another governments bid award. To participate in another governments bid, and interlocal agreement between the governments must be in place.
5. Sole source provider. When only 1 source is available to purchase a particular product or service, bidding procedures are not necessary. This situation is rare. If an item or service is clearly unique and another item or service cannot be substituted, then the purchase may qualify for the sole source exclusion. Requests for sole source purchases must be submitted to AS/Purchasing for consideration.

E. Professional services in excess of $10,000: A request for proposals (RFP) or a request for statements of qualification (RFQ) will be issued for all professional service contracts which exceed $10,000. Professional services include, but are not limited to, services from architects, engineers, attorneys, physicians, trainers, planners and systems designers, and management, financial or labor relations consultants. Exceptions to the RFP process are:

1. Emergencies declared by the County Executive.
2. Acquisition of services from other public entities.
3. When the County Council, upon the recommendation of the County Executive, finds that a waiver of the bid requirement will be in the best interest of Whatcom County.

F. Professional services less than $10,000: Price quotes are not required for professional service contracts for amounts less than $10,000.

G. RFPs for services or for technologically complex equipment: The County may issue requests for proposals (RFP) or requests for statements of qualification (RFQ) for services, or RFP's for technologically complex equipment such as computers, software, or telephone systems. Proposals submitted will not be public information until after award to the successful proposer.

H. Award

1. Award to the low bidder: Any or all bids may be rejected for good cause. If all bids are not rejected, the award shall be to the lowest responsible bidder. In determining which is the lowest responsible bidder, the county may take into consideration the bidders responsiveness to the county's requirements, the quality Public work: Public work is defined in RCW 39.04.010. Any of the articles to be purchased or leased, availability of parts and service, delivery time, and the tax revenue the county would receive from purchasing from a supplier located within its boundaries.

2. Award to multiple bidders: The county may award to multiple bidders for the same commodity or service when the bid specifications provide for special circumstances in the determination of which vendor is truly the lowest price to the county. Special circumstances may include differences in ability to deliver, delivery time, availability of material, special loading or unloading conditions, total cost including transport or labor if not included with bid item, performance of the delivered material, location of the source, and proximity to the delivery point.

3. Award to the highest rated proposal: In the case of RFP's or RFQ's for services, and RFP's for technologically complex equipment, if all proposals are not rejected, the award shall be to the highest rated proposal, taking into account the selection criteria. Construction or improvement of real property or buildings paid for with public funds is public work, and must comply with numerous special requirements as specified in State and County law. For example, a bid deposit and contractors bond is required, contractors must be licensed, and prevailing wages must be paid. Call ADS / Purchasing or a civil deputy prosecuting attorney for more detail if necessary to determine whether or not a proposed project is Public Work.
**TITLE OF DOCUMENT:** Award of Bid #16-39, Carpet Replacement Project at the Whatcom County Courthouse, HR & Superior Court Offices

**ATTACHMENTS:** Memo from Finance and 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.)

Facilities Management request approval to award Bid #16-39, and authorize the Executive to enter into a contract with CCI, Inc., in an amount not to exceed $53,751.39. This is a planned project, and funds exist in the current REET 1 Fund.
DATE: August 30, 2016
TO: Jack Louws, County Executive
FROM: Brad Bennett, AS Finance Manager
SUBJECT: Award of Bid #16-39, Carpet Replacement Project - Courthouse

BACKGROUND
Bids were duly advertised for the Carpet Replacement Project at the Whatcom County Courthouse in the Human Resources Department and Superior Court Offices. One bid was received on July 12, 2016, and is noted below.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>TOTAL BID</th>
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</thead>
<tbody>
<tr>
<td>CCI, Inc.</td>
<td>$ 53,751.39</td>
</tr>
</tbody>
</table>

Facilities Management requests approval to award Bid #16-39, and authorize the Executive to enter into a contract with the sole bidder, CCI, Inc., in an amount not to exceed $53,751.39.

FUNDING
This is a planned project. Adequate funds exist in the current REET I Fund. I concur with this recommendation.

Approved as Recommended:

__________________________
County Executive

Date of Council Action ___________________
MEMO TO: Brad Bennett, Finance Manager

FROM: Craig Cummings, Facilities Lead

DATE: August 10, 2016

RE: Recommend to Award Bid #16-39 – Carpet Replacement Project WC CTHS

On Tuesday, July 12, 2016 one bid was received in response to Whatcom County Bid #16-39, Carpet Replacement Project Whatcom County Courthouse. The following bid was received:

✓ CCI, Inc. in the amount of:

Base Bid $53,751.39

CCI, Inc. met all of the required specifications for performing the work required for this project. It is the recommendation of this office that the low bid submitted by CCI, Inc. be accepted for this project.

Funding amount needed for this contract is $53,751.39, including WSST.

$65,000 budget provided by REET 1/

If you need additional information, please contact me at extension 5365.
The Parks Department requests approval to award Bid #16-46 Ferndale Senior Activity Center Roof Replacement and authorize the Executive to enter into a contract with the low bidder, Hytech Roofing, Inc., in an amount not to exceed $119,119.33.

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.
DATE: September 2, 2016
TO: Jack Louws, County Executive
FROM: Brad Bennett, AS Finance Manager
SUBJECT: Award of Bid #16-46 Ferndale Senior Activity Center Roof Replacement

BACKGROUND
Bids were duly advertised for the Ferndale Senior Activity Center Roof Replacement. Bid packets were sent to twelve plan centers, and seven general roofing contractors. Two bids were received on August 2, 2016, as noted below.

<table>
<thead>
<tr>
<th>VENDOR</th>
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<tr>
<td>Axiom Division 7</td>
<td>$ 199,111.23</td>
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<tr>
<td>Hytech Roofing, Inc.</td>
<td>$ 119,119.33</td>
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</tbody>
</table>

The Parks Department requests approval to award Bid #16-46 and authorize the Executive to enter into a contract with the low bidder, Hytech Roofing, Inc., in an amount not to exceed $119,119.33.

FUNDING
This is a planned project funded in the 2016 REET I budget.

Approved as Recommended:

______________________________
County Executive

Date of Council Action __________________
MEMORANDUM

TO: Brad Bennett, Finance Manager

FROM: Michael McFarlane, Director

DATE: September 2nd, 2016

RE: Award of Bid #16-46 Ferndale Senior Activity Center Roof Replacement

Parks requests the award of Bid #16-46 Ferndale Senior Activity Center Roof to the low bidder, Hytech Roofing, Inc., in the amount of $119,119.33. This is an approved project in the 2016 budget funded by REET I.

Please contact me at 5855 if you have any questions or require additional information.
**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>
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<td>Executive:</td>
<td>9/6/16</td>
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**TITLE OF DOCUMENT:** Contract Amendment

**ATTACHMENTS:**
1. Contract Amendment, Memo

**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.)

This contract provides for consultation and testimony regarding the valuation of BP West Products, LLC. Total amount of contract for services is $40,000.

**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.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Assessors</th>
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<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Keith Willnauer</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Alvarez &amp; Marsal Valuation Services, LLC</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 #: 2016080062

**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):  
Cost Center:  

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

---

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

**Contract Amount:** (sum of original contract amount and any prior amendments):  
$ 28,000  

**This Amendment Amount:**  
$ 12,000  

**Total Amended Amount:**  
$ 40,000

**Summary of Scope:** Contractor will provide an appraisal and consultation regarding valuation.

**Term of Contract: One year**  
Expiration Date: 12/31/2016

---

**Contract Routing:**  
1. Prepared by:  
   Date: 09/06/16  
2. Attorney signoff:  
   Date: 09/06/16  
3. AS Finance reviewed:  
   Date: 09/06/16  
4. IT reviewed (if IT related):  
5. Contractor signed:  
6. Submitted to Exec.:  
   Date: 09/06/16  
7. Council approved (if necessary):  
8. Executive signed:  
9. Original to Council:  

---

V2.0  
304
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Keith Willnauer
RE: Contract for Services Agreement w/ Alvarez & Marsal Valuation Services, LLC
DATE: September 6, 2016

Enclosed are two (2) originals of a service agreement amendment between Whatcom County and Alvarez & Marsal Valuation Services, LLC for your review and signature.

- **Background and Purpose**
  This contract provides for consultation and testimony regarding the valuation of BP West Products, LLC. Total amount of contract for services is $40,000.

- **Funding Amount and Source**
  General Fund

- **Differences from Previous Contract**
  N/A

Please contact Keith Willnauer at extension 778-5050, if you have any questions or concerns regarding the terms of this agreement.

Encl.
Amendment No. 2
Whatcom County Contract No. 201608006
CONTRACT BETWEEN WHATCOM COUNTY AND
Alvarez & Marsal Valuation Services, LLC.

THIS AMENDMENT is to the Contract between Whatcom County and Alvarez & Marsal Valuation Services, LLC., dated May 1, 2016 and designated “Whatcom County Contract No.201608006”. In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment increases the maximum consideration by $ 12,000 to a total consideration of $40,000.

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

This Amendment takes effect: August 25, 2016, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Alvarez & Marsal Valuation Services, LLC. have executed this Amendment on the date and year below written.

DATED this ______________ day of ______________, 20___.

CONTRACTOR:

CONTRACTOR NAME

Alvarez & Marsal Valuation Services, LLC.

__________________________
Neil J. Beaton, Managing Director

STATE OF WASHINGTON } ss.
COUNTY OF WHATCOM }

On this ___ day of ____, 20___, before me personally appeared Neil J. Beaton to me known to be the Managing Director of the Alvarez & Marsal Valuation Services, LLC. and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

__________________________
NOTARY PUBLIC in and for the State of Washington, residing at ___________________. My commission expires ___________________.
WHATCOM COUNTY:

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.

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

CONTRACTOR INFORMATION:

Alvarez & Marsal Evaluation Services, LLC

Neil J. Beator, Managing Director

Address:
1201 Third Avenue, Suite 800
Seattle, WA 98101

Contact Name: Neil J. Beator, Managing Director
Contact Phone: 206-664-9000
Contact FAX: 206-664-8901
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<td>8-29-16</td>
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**TITLE OF DOCUMENT:** Amending Previous Resolution and Order Vacating a Portion of Delta Line Road.

**ATTACHMENTS: 1.** Cover Memo  
2. Resolution  
3. Legal Description  
4. Exhibit

<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>
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**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 attached Resolution titled “Amending Previous Resolution and Order Vacating a Portion of Delta Line Road” is submitted per RCW 36.87 and WCC 12-20.

The County Council approved a vacation of a portion of Delta Line Road. It was discovered that the legal description had an error and didn’t describe the complete area to be vacated. The petitioners have submitted the corrected legal description and Public Works is supportive of correcting the legal description.

**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.
MEMORANDUM

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

Through: Jon Hutchings, Director

From: Andrew Hester, Public Works Real Estate Coordinator

Date: August 29, 2016

Re: Amending Previous Resolution and Order Vacating a Portion of Delta Line Road

On July 21, 2015 the County Council voted 6-0 to approve the vacation of a portion of Delta Line Road and on November 24, 2015 the County Council voted 7-0 to extend the due date for payment of the remaining fees for an additional six months.

All costs and expenses for the vacation were paid by the petitioner on July 19, 2016.

It was discovered that there was an error in the legal description of the vacation area. The petitioners have submitted the corrected legal description of the vacation area and there are no independent third parties affected by the error in the legal description and the only parties that will be affected are the County and the petitioners.

Public Works is supportive of correcting the legal description of the vacation area and having an amended Final Order of Vacation recorded with the County Auditor.

- **Recommended Action**

It is recommended that the County Council approve this request to amend the legal description related to the approved vacation of a portion of Delta Line Road.

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

Encl.
SPONSORED BY: ____________
PROPOSED BY: ____ Public Works____
INTRODUCTION DATE: _________

RESOLUTION NO. _________

AMENDING RESOLUTION 2015-025 AND ORDER VACATING A
PORTION OF DELTA LINE ROAD

WHEREAS, on January 28, 2015, Scott Loomer and Iris Loomer, et.al., submitted a petition for the
vacation of a portion of Delta Line Road lying within the unincorporated area of Whatcom County,
accompanied by the penal sum of $790.00, and,

WHEREAS, the County Council voted 6-0 on July 21, 2015, to approve this vacation request; and

WHEREAS, the resolution approving the vacation gave the petitioners six calendar months from the
date of the Preliminary Order of Vacation to pay any remaining fees to the Whatcom County Council
office prior to the vacation becoming effective, including but not limited to the appraised value of
the area sought to be vacated; and

WHEREAS, the County Council voted 7-0 on November 24, 2015, to extend the due date for
payment of the remaining fees for an additional six months; and

WHEREAS, all costs and expenses for the vacation were paid by the petitioner on July 19, 2016;
and

WHEREAS, it was discovered that there was an error in the legal description of the vacation area;
and

WHEREAS, the petitioners have submitted the corrected legal description of the vacation area; and

WHEREAS, there are no independent third parties affected by the error in the legal description, and
the only parties that will be affected are the County and the petitioners; and

WHEREAS, Public Works is supportive of correcting the legal description of the vacation area;

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

A tract of land within the southeast quarter of the southeast quarter of Section 1, Township 39
North, Range 1 East of W.M., and within the southwest quarter of the southwest quarter of Section
6, Township 39 North, Range 2 East of W.M. being more particularly described as follows:
Commencing at the Section corner common the Sections 6 and 7, Township 39 North, Range 2 East, W.M., and Section 1 and 12, Township 39 North, Range 1 East of W.M.; thence North 01°49'50" East, along the section line common to said Sections 6 and 1, a distance of 30.00 feet to a point on the North right-of-way of Grandview Road, said point being the True Point of Beginning; thence North 89°01'52" West, along the north right-of-way line of Grandview Road, a distance of 20.00 feet to an intersection with the west right-of-way line of Delta Line Road; thence North 01°49'50" East, along the west right-of-way line of Delta Line Road a distance of 317.05 feet; to a point on the south right-of-way line of that certain right-of-way granted to the public by deed dated August 3rd, 2005 and recorded under Whatcom County Auditor’s File Number 2050802925; thence Northeasterly along a curve to the left which radius point bears North 44°24’28” West 180.00 feet, an arc distance of 32.06 feet through a central angle of 10°12’16” to a point on the section line between aforesaid Sections 6 and 1; thence continuing along said curve to the left an arc distance of 105.42 feet through a central angle of 33°33’26” to a point on the east right-of-way line of Delta Line Road as depicted and dedicated on the “Grandview Light Industrial Park General and Specific Binding Site Plan” as per the map thereof recorded under Whatcom County Auditor’s File Number 920110138; thence South 01°49’50” West a distance of 209.56 feet to the southwest corner of Lot 21 of said “Grandview Light Industrial Park”; thence South 88°37’32” West a distance of 10.02 feet; thence South 01°49’50” West a distance of 229.97 feet to a point on the north right-of-way line of Grandview Road; thence South 88°30’04” West a distance of 20.03 feet to Point of Beginning. Containing 15,440 square feet more or less.

SUBJECT TO and/or together with all easements, covenants, restrictions, and/or agreements of record or otherwise; and

SUBJECT TO an easement retained by the County in respect to the vacated portion of right-of-way for the construction, repair, and maintenance of any and all public utilities and services, now located on or in the vacated portion.

BE IT FURTHER RESOLVED that an Amended Final Order of Vacation shall be prepared by Council Staff, signed by the appropriate parties, and recorded with the County Auditor;

APPROVED this ______ day of ___________, 2016

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________
Dana Brown-Davis, County Clerk

______________________________
Barry Buchanan, Council Chair

APPROVED AS TO FORM:

______________________________
Daniel L. Klubnock, Chief Civil Deputy Prosecutor
Exhibit A
Road Vacation – Land Description

A tract of land within the southeast quarter of the southeast quarter of Section 1, Township 39 North, Range 1 East of W.M., and within the southwest quarter of the southwest quarter of Section 6, Township 39 North, Range 2 East of W.M. being more particularly described as follows:

Commencing at the section corner common the Sections 6 and 7, Township 39 North, Range 2 East, W.M., and Section 1 and 12, Township 39 North, Range 1 East of W.M.; thence North 01°49'50" East, along the section line common to said Sections 6 and 1; a distance of 30.00 feet to a point on the North right-of-way of Grandview Road, said point being the True Point of Beginning; Thence North 89°01'52" West, along the north right-of-way line of Grandview Road, a distance of 20.00 feet to an intersection with the west right-of-way line of Delta Line Road; thence North 01°49'50" East, along the west right-of-way line of Delta Line Road a distance of 317.05 feet; to a point on the south right-of-way line of that certain right-of-way granted to the public by deed dated August 3rd, 2005 and recorded under Whatcom County Auditor’s File Number 2050802925; thence Northeasterly along a curve to the left which radius point bears North 44°24'28" West 180.00 feet, an arc distance of 32.06 feet through a central angle of 10°12'16" to a point on the section line between aforesaid Sections 6 and 1; thence continuing along said curve to the left an arc distance of 105.42 feet through a central angle of 33°33'26" to a point on the east right-of-way line of Delta Line road a depicted and dedicated on the “Grandview Light Industrial Park General and Specific Binding Site Plan” as per the map thereof recorded under Whatcom County Auditor’s File Number 920110138; Thence South 01°49'50" West a distance of 209.56 feet to the southwest corner of Lot 21 of said “Grandview Light Industrial Park”; thence South 88°37'32" West a distance of 10.02 feet; Thence South 01°49'50" West a distance of 229.97 feet to a point on the north right-of-way line of Grandview Road; thence South 88°30'04" West a distance of 20.33 feet to Point of Beginning.

Together with and/or subject to: Covenants, conditions, restrictions and easements if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.
EXHIBIT B
RIGHT-OF-WAY VACATION

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<th>CURVE</th>
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<tr>
<td>G5</td>
<td>180.00'</td>
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<td>90° 00.00&quot;</td>
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PERRY LAND LLC:
T.P.N.
390206 015071 0000
203,576 SF

MASSETT:
T.P.N. 390206 015014 0000
55,091 SF

LOOMER:
T.P.N.
390101 518915 0000
72,219 S.F.

FORMER R-O-W CENTERLINE (BEING REMOVED)

"TPOA"

GRANGE

"TPF"

BUILDING

PORTION OF VACATED RIGHT-OF-WAY

S 88'373/2" W 239.94'
EXHIBIT B
MAP SHOWING AREA OF ROAD VACATION
PORTION OF DELTA LINE ROAD

PERRY PALLET:
TAX PARCEL
390206 015071 0000
AREA OF VACATION:
4287 S.F.

LOOMER:
TAX PARCEL
390101 515015 0000
AREA OF VACATION:
6573 S.F.

MASSETT:
TAX PARCEL
390206 015014 0000
AREA OF VACATION:
4600 S.F.
Description with errors, highlighted

Exhibit A
Road Vacation – Land Description

A tract of land within the southeast quarter of the southeast quarter of Section 1, Township 39 North, Range 1 East of W.M., and within the southwest quarter of the southwest quarter of Section 6, Township 39 North, Range 2 East of W.M. being more particularly described as follows:

Commencing at the Section corner common the Sections 6 and 7, Township 39 North, Range 2 East, W.M., and Section 1 and 12, Township 39 North, Range 1 East of W.M.; thence North 01°49'50" East, along the section line common to said Sections 6 and 1, a distance of 30.00 feet to a point on the North right-of-way of Grandview Road, said point being the **True Point of Beginning**; thence North 89°01'52" West, along the north right-of-way line of Grandview Road, a distance of 20.00 feet to an intersection with the west right-of-way line of Delta Line Road; thence North 01°49'50" East, along the west right-of-way line of Delta Line Road a distance of 317.05 feet; to a point on the south right-of-way line of that certain right-of-way granted to the public by deed dated August 3rd, 2005 and recorded under Whatcom County Auditor’s File Number 2050802925; thence Northeasterly along a curve to the left which radius point bears North 44°24'28" West 180.00 feet, an arc distance of 32.06 feet though a central angle of 10°12'16" to a point on the section line between aforesaid Sections 6 and 1; thence continuing along said curve to the left an arc distance of 97.17 feet through a central angle of 30°55'52" to a point on the east right-of-way line of Delta Line road a depicted and dedicated on the "Grandview Light Industrial Park General and Specific Binding Site Plan" as per the map thereof recorded under Whatcom County Auditor’s File Number 920110138; Thence South 01°46'36" West a distance of 201.31 feet to the southwest corner of Lot 21 of said “Grandview Light Industrial Park”; thence South 88°37'32" West a distance of 10.02 feet; thence South 01°49'50" West a distance of 229.97 feet to a point on the north right-of-way line of Grandview Road; thence South 88°30'04" West a distance of 20.03 feet to **Point of Beginning**.

Together with and/or subject to: Covenants, conditions, restrictions and easements if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
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<th>Agenda Date</th>
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**TITLE OF DOCUMENT:**
Interim ordinance imposing a moratorium on applications - Cherry Point

**ATTACHMENTS:**

<table>
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<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>
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<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( ) NO</td>
<td>Requested Date:</td>
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**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 interim moratorium prohibits the filing, acceptance, and processing of new applications for conversion of land or water, new building or structure permits, or other County permits or authorizations in the Cherry Point Urban Growth Area for new or expanded facilities whose purpose is to facilitate the increased shipment of unrefined fossil fuels not to be processed at Cherry Point, unless the applications:

1. Were filed and complete prior to the effective date of this ordinance and vested pursuant to Washington statutes;
2. Are for building permits for remodels, maintenance, or repairs of existing structures where no increased capacity for shipping unrefined fossil fuels not to be processed at Cherry Point will result; or
3. Are necessary to protect health and safety of the community.

This interim ordinance shall be effective for not longer than six months following its effective date, but may be renewed for one of more six-month periods if subsequent public hearings are held and findings of fact are made prior to each renewal.

**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)*.
PROPOSED BY: ____________________________
SPONSORED BY: ____________________________
INTRODUCTION DATE: September 13, 2016

ORDINANCE NO. ______
(AN INTERIM ORDINANCE)

IMPOSING AN INTERIM MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS AND PERMITS FOR NEW OR EXPANDED FACILITIES IN THE CHERRY POINT URBAN GROWTH AREA THE PRIMARY PURPOSE OF WHICH WOULD BE THE SHIPMENT OF UNREFINED FOSSIL FUELS NOT TO BE PROCESSED AT CHERRY POINT

WHEREAS, on July 12, 2016, the county received a letter from Chairman Ballew of the Lummi Business Council which included the statement that they "hope that the amendments to the Comprehensive Plan not unfairly impact the current employers within Cherry Point."; and

WHEREAS, the County Council previously adopted Title 20-Zoning of Whatcom County Code which regulates land use within unincorporated areas of Whatcom County; and

WHEREAS, the County Council adopted the Whatcom County Comprehensive Plan on May 20, 1997, which contains goals, objectives and policies regarding land use compatibility and environmental considerations; and

WHEREAS, the Whatcom County Council recently updated the Whatcom County Comprehensive Plan as required by Revised Code of Washington 36.70A; and

WHEREAS, during the Comprehensive Plan review process the Whatcom County Council has received hundreds of individual public comments requesting the Comprehensive Plan be amended to discourage unrefined fossil fuel transshipment, transport, and transfer from Cherry Point to protect the health of Whatcom County’s environment and residents; and

WHEREAS, the County recognizes that the existing refineries have for decades been significant shippers of refined fossil fuels such as jet fuel and calcined coke used in manufacture of aluminum while providing substantial local employment; and

WHEREAS, the refining of fossil fuels at Cherry Point provides high wage jobs which could be lost if the existing refineries were converted to crude oil export facilities; and

WHEREAS, the Whatcom County Council has requested the Whatcom County Planning Commission review language that would discourage new development that would primarily facilitate the shipment of unrefined fossil fuels not to be processed at Cherry Point; and

WHEREAS, multiple trains carrying crude oil from the Bakken formation moving through the United States and Canada have derailed and exploded causing damage to property and the environment, one derailment caused significant fatalities; and
WHEREAS, a unit train carrying Bakken crude traveling through Mosier, Oregon, on June 3, 2016, derailed and exploded causing damage to property and the Columbia River, demonstrating that recently adopted state and federal policies and corporate investment intended to reduce the risks associated with oil by rail have proven insufficient to protect communities along the rail corridor; and

WHEREAS, in the last two years, two trains carrying diluted bitumen (oil products derived from tar sands and diluent) derailed and exploded en route to refineries in the United States; and

WHEREAS, the Washington State Department of Natural Resources has designated waters adjacent to the Cherry Point Urban Growth Area as an aquatic reserve to ensure long-term protection of this unique aquatic environment; and

WHEREAS, the United States recently lifted a ban on the export of crude oil from the country, increasing pressure on deep water ports such as Cherry Point to develop into crude export terminals; and

WHEREAS, existing refineries at Cherry Point have recently increased their ability to accept crude oil by rail by constructing new rail offloading facilities to serve the refineries; and

WHEREAS, existing and proposed pipeline facilities have increased, or proposed to increase, their capacity to move crude oil, diluted bitumen, and natural gas to Cherry Point; and

WHEREAS, Title 20 currently does not explicitly prohibit transshipment, transport, and transfer of unrefined fossil fuels and construction of infrastructure to facilitate expanded shipment of unrefined fossil fuels not to be processed at Cherry Point; and

WHEREAS, according to the June 27, 2016 Land Capacity Analysis report produced by Planning and Development Services, Cherry Point contains only 1,072.6 acres of developable land that is zoned Heavy Impact Industrial (HII) for the purposes of “supplying a reasonable amount of land, commensurate with demand, for the location and grouping of heavy impact industrial uses” and to “minimize the scope of impacts generated within the HII District and to provide protection for nonindustrial districts situated outside thereof...” (WCC 20.68.010); and

WHEREAS, expansion of existing facilities for purposes of shipping unrefined fossil fuels not to be processed at Cherry Point will increase the transport of dangerous fuels through our community and increase the risk of possible derailment, spills, explosions, and the fallout will pose a serious threat to the community; and

WHEREAS, pursuant to the Washington State Constitution, the general police powers granted to counties empower and authorize Whatcom County to adopt land use controls to provide for the regulation of land uses within the County and to provide that such uses shall be consistent with applicable law; and

WHEREAS, on August 9, 2016, the Whatcom County Council adopted Ordinance 2016-031, an emergency ordinance imposing a sixty day moratorium on the filing, acceptance, and processing of new applications for conversion of land or water, new building or structure permits, or other County permits or authorizations in the Cherry Point Urban Growth Area for new or expanded facilities whose purpose is to facilitate the increased shipment of unrefined fossil fuels not to be processed at Cherry Point; and
WHEREAS, the County Council finds that extending the moratorium imposed by Ordinance 2016-031 is necessary for the protection of public health and safety; and

WHEREAS, RCW 36.70.790 and RCW 36.70.795 allow for adoption of interim official controls as long as a public hearing is held within sixty (60) days of adoption; and

WHEREAS, the Whatcom County Council is scheduled to hold a public hearing on this issue on September 27, 2016, or a later date; and

WHEREAS, the County Council fully recognizes the limits to its authority over transportation of certain goods imposed by federal statutes and the US Constitution, and finds that this action is within its authority;

NOW, THEREFORE, BE IT ORDAINED that the Whatcom County Council adopts the above “WHEREAS” recitals as findings of fact in support of its action as required by RCW 36.70A.390

BE IT FURTHER ORDAINED by the Whatcom County Council that an interim moratorium is hereby imposed prohibiting the filing, acceptance, and processing of new applications for conversion of land or water, new building or structure permits, or other County permits or authorizations in the Cherry Point Urban Growth Area for new or expanded facilities whose purpose is to facilitate the increased shipment of unrefined fossil fuels not to be processed at Cherry Point, unless the applications:

1. Were filed and complete prior to the effective date of this ordinance and vested pursuant to Washington statutes;

2. Are for building permits for remods, maintenance, or repairs of existing structures where no increased capacity for shipping unrefined fossil fuels not to be processed at Cherry Point will result; or

3. Are necessary to protect health and safety of the community.

BE IT FURTHER ORDAINED by the Whatcom County Council that this interim ordinance shall be effective for not longer than six months following its effective date, but may be renewed for one of more six-month periods if subsequent public hearings are held and findings of fact are made prior to each renewal.

BE IT FURTHER ORDAINED that if a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance, and if the provisions of this ordinance are found to be inconsistent with other provisions of the Whatcom County Code, this ordinance shall control.

BE IT FURTHER ORDAINED that for the purpose of this ordinance the definition of “unrefined fossil fuel” includes but is not limited to all forms of crude oil whether stabilized or not; raw bitumen, diluted bitumen, or syncrude; coal; methane, propane, butane, and other “natural gas” in liquid or gaseous formats; and condensate;
BE IT FINALLY ORDAINED that for the purpose of this ordinance, the definition of “facility” includes but is not limited to piers, wharfs, buildings, tank farms, pipelines, rail loading and offloading facilities, road spurs, or any other such physical infrastructure intended to receive, transfer, or store unrefined fossil fuels;

APPROVED this ______ day of _________, 2016.

ATTEST:

Dana Brown Davis, Clerk of the Council

Barry Buchanan, Council Chair

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

APPROVED AS TO FORM:
EXECUTIVE

Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved    ( ) Denied

Date Signed:    ____________
Vacation Rental Amendments – Title 20 Zoning and Title 23 Shoreline Management

1. Staff Memorandum
2. Draft Amendments: Title 20 Zoning
3. Draft Amendments: Title 23 Shoreline Management
4. Staff Report: Title 23 Amendments
5. Findings and Recommendations of the Planning Commission

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 of proposed amendments to WCC Title 20 Zoning and Title 23 Shoreline Management, regarding vacation rental units.
Memorandum

TO: The Honorable Jack Louws, Whatcom County Executive
    The Honorable Whatcom County Council

FROM: Gary Davis, AICP, Senior Planner

THROUGH: Mark Personius, AICP, Assistant Director

DATE: August 29, 2016

SUBJECT: Vacation Rental Regulation – Title 20 and Title 23 Amendments

At the September 13, 2016 Planning and Development Committee meeting, the discussion of regulating short-term rental units such as bed and breakfasts (B&Bs) and vacation rental units will continue. The committee has discussed proposed amendments to Title 20 (Zoning) four times and at the most recent discussion, the committee supported PDS scheduling draft Title 23 (Shoreline) amendments for Planning Commission consideration.

The approach of the Title 23 Shoreline amendments is to include vacation rental units and bed and breakfast establishments as part of a single family residential use (rather than a commercial use), for purposes of determining permitted uses in various shoreline designations. This would make the shoreline code more consistent with the proposed zoning code amendments.

The Planning Commission held a public hearing on the proposed Title 23 amendments on June 23, and has forwarded their findings to the County Council (attached). With Planning Commission recommendations on both the Title 20 and Title 23 amendments, the Council can now discuss the two amendments at the same time and consider their effects concurrently.

These amendments have not been scheduled for introduction of draft ordinances. At the September 13 meeting, PDS would like to discuss with the County Council the timing of the two ordinances, and whether they should be adopted and take effect simultaneously. If the County Council adopts a resolution supporting the Title 23 Shoreline amendments in the coming weeks, the Washington State Department of Ecology (DOE) could conduct its required review of the proposed changes to the shoreline regulations. DOE expects that process to take less than six months. Following the DOE review, the County could adopt the Title 20 and Title 23 amendments by ordinance at the same time. This would give PDS time to develop
the registration system established by proposed WCC 20.80.960(3), to conduct outreach to vacation rental owners, and to add registration fees to the Unified Fee Schedule.

If you have any questions, please call Gary Davis, Senior Planner, at extension 5931.

Attachments:

Draft amendments: WCC Title 20 Zoning
Draft amendments: WCC Title 23 Shoreline Management Program
June 13, 2016 Staff Report: Title 23 Amendments
Planning Commission Findings and Recommendations
EXHIBIT A

Whatcom County Code Title 20 Zoning

AMENDMENTS

Chapter 20.20

URBAN RESIDENTIAL (UR) DISTRICT

20.20.100 Accessory uses.

.106 Bed and breakfast establishments, except in the Lake Whatcom Watershed Overlay District, where bed and breakfast establishments are a conditional use, per WCC 20.51.070.

.107 Vacation rental units, per WCC 20.80.960, except in the Lake Whatcom Watershed Overlay District, where vacation rental units are a conditional use, per WCC 20.51.070.

Chapter 20.22

URBAN RESIDENTIAL – MEDIUM DENSITY (URM) DISTRICT

20.22.100 Accessory uses.

.107 Vacation rental units, per WCC 20.80.960.
Chapter 20.24

URBAN RESIDENTIAL MIXED (UR-MX) DISTRICT

20.24.100 Accessory uses.

.107 Vacation rental units, per WCC 20.80.960.

Chapter 20.32

RESIDENTIAL RURAL (RR) DISTRICT

20.32.100 Accessory uses.

.106 Bed and breakfast establishments, except in the Lake Whatcom Watershed Overlay District, where bed and breakfast establishments are a conditional use, per WCC 20.51.070.

.107 Vacation rental units, per WCC 20.80.960, except in the Lake Whatcom Watershed Overlay District, where vacation rental units are a conditional use, per WCC 20.51.070.

Chapter 20.34

RURAL RESIDENTIAL - ISLAND (RR-I) DISTRICT

20.34.100 Accessory uses.

.107 Vacation rental units, per WCC 20.80.960.
Chapter 20.35
ELIZA ISLAND (EI) DISTRICT

20.35.100 Accessory uses.

.108 Vacation rental units, per WCC 20.80.960.

Chapter 20.36
RURAL (R) DISTRICT

20.36.100 Accessory uses.

.109 Bed and breakfast establishments, except in the Lake Whatcom Watershed Overlay District, where bed and breakfast establishments are a conditional use, per WCC 20.51.070.

.110 Vacation rental units, per WCC 20.80.960, except in the Lake Whatcom Watershed Overlay District, where vacation rental units are a conditional use, per WCC 20.51.070.

Chapter 20.37
POINT ROBERTS TRANSITIONAL ZONE (TZ) DISTRICT

20.37.100 Accessory uses.
.108 Vacation rental units, per WCC 20.80.960.

Chapter 20.40

AGRICULTURE (AG) DISTRICT

20.40.100 Accessory uses.

.114 Vacation rental units, per WCC 20.80.960.

Chapter 20.42

RURAL FORESTRY (RF) DISTRICT

20.42.150 Conditional uses.

.160 Vacation rental units, per WCC 20.80.960.

Chapter 20.51

LAKE WHATCOM WATERSHED OVERLAY DISTRICT

20.51.060 Accessory uses.
All accessory uses in the underlying zone districts are permitted except as expressly prohibited or made conditional, or further conditioned by this chapter. (Ord. 2013-043 § 1 Exh. A, 2013).

20.51.070 Conditional uses.
All conditional uses in the underlying zone districts shall remain conditional uses unless expressly prohibited, made conditional, or further conditioned by this chapter. In addition, the following uses shall only be conditionally permitted:

.074 Bed and Breakfast Establishments and Inns.

.075 Vacation Rental Units, per WCC 20.80.960, with the following additional criteria in the Lake Whatcom Watershed Overlay District:

(1) In vacation rental units adjacent to the Lake Whatcom shoreline, the owner shall post notice to renters information about prevention of aquatic invasive species.

(2) The owner of a vacation rental unit using an on-site septic system shall provide to the department a current satisfactory Report of System Status upon registration and shall provide updated reports every three years thereafter for conventional gravity systems or annually for all other systems.

Chapter 20.59

RURAL GENERAL COMMERCIAL (RGC) DISTRICT

20.59.100 Accessory uses.

.108 Vacation rental units, per WCC 20.80.960.

Chapter 20.61

SMALL TOWN COMMERCIAL (STC) DISTRICT

20.61.100 Accessory uses.
Chapter 20.62
GENERAL COMMERCIAL (GC) DISTRICT

20.62.100 Accessory uses.

.106 Vacation rental units, per WCC 20.80.960.

Chapter 20.64
RESORT COMMERCIAL (RC) DISTRICT

20.64.100 Accessory uses.

.113 Vacation rental units, per WCC 20.80.960.

Chapter 20.80
SUPPLEMENTARY REQUIREMENTS

20.80.580 Parking space requirements.
For the purpose of this ordinance, the following parking space requirements shall apply (See also WCC 20.97.140):

.....
(7.1) Bed and Breakfast Establishments and Inns: 1 for each rented sleeping unit in addition to the parking spaces required for the single-family dwelling.

20.80.960 Vacation rental units

Vacation rental units are subject to all of the following standards:

(1) Vacation rental units in the Lake Whatcom Watershed Overlay Zone are subject to a conditional use permit per WCC 20.51.070 and WCC 20.84. A conditional use permit may set standards that are more restrictive than the standards in this section.

(2) There shall be no more than one vacation rental unit per lot.

(3) Each vacation rental unit must be currently registered in the department’s Vacation Rental Registry. The department may revoke registration of a vacation rental unit if the department has cited the owner for two or more code violations within a 12-month period. The department shall issue a registration number for each vacation rental unit and the owner shall include the registration number in all advertising for the unit. The registration shall apply to the owner and not run with the land. Information provided at the time of registration shall include, at a minimum:

(a) Name and telephone number of the owner or an authorized agent who is available on a 24-hour basis to resolve problems associated with the unit,

(b) A copy of the sign posted on the front exterior of the unit giving the 24-hour contact information for the owner or authorized agent, and a description of the specific posting location,

(c) A checklist of safety features required by the Building Official and Fire Marshal that the owner certifies are present in the unit,

(d) A statement that by signing the registration/permit application the owner or agent authorizes department staff to inspect the property, and agrees to engage in dispute resolution and act in good faith to resolve disputes with neighbors arising from the use of a dwelling as a vacation rental.

(e) A copy of the notice posted inside the unit providing guests with 24-hour contact information, safety information and rules of conduct, and

(f) A copy of the current State of Washington business license, including the Unified Business Identifier (UBI) number.
(4) The maximum number of persons permitted to stay in a vacation rental
unit shall not exceed two per the number of legally permitted bedrooms
being rented, plus two additional persons. The owner shall not advertise
occupancy higher than the maximum number permitted by this
subsection or by a conditional use permit.

(5) There shall be no outdoor signage or any other visible feature that would
distinguish the unit from surrounding residential units, other than notices
required by this section.

(6) The vacation rental shall be operated in a way that will prevent
unreasonable disturbances to nearby residents, per WCC Chapter 9.40.

(7) Off-street parking shall be provided per WCC 20.80.580(50).

(8) The owner of the vacation rental unit shall post notice to renters
regarding rules of conduct and their responsibility not to trespass on
private property or create disturbances.

\* \* \*

Chapter 20.97
DEFINITIONS

\* \* \*

20.97.027 Bed and breakfast establishment.
"Bed and breakfast establishment" means a privately owned dwelling that is the
primary residence(s) of the owners in which, for compensation, one to two rooms
are used as sleeping units to house or lodge individuals or families for periods of
less than one-month thirty days as transient visitors with or without limited food
service. The use of the dwelling unit for the bed and breakfast shall be clearly
incidental and subordinate to its use for residential purposes and the purpose of the
applicable zoning district. At least one owner shall be present overnight when a
guest room is rented.

20.97.028 Bed and breakfast inn.
"Bed and breakfast inn" means a privately owned dwelling that is the primary
residence(s) of the owners in which, for compensation, three to five rooms are used
as sleeping units to house or lodge individuals or families for periods of less than
one-month thirty days as transient visitors with or without limited food service. The use
of the dwelling unit for the bed and breakfast shall be clearly incidental and
subordinate to its use for residential purposes and the purpose of the applicable
zoning district. At least one owner shall be present overnight when a guest room is rented.

......

20.97.445.1 Vacation rental unit.

"Vacation rental unit" means a dwelling unit where the owner is not present on site during the rental period, which, for compensation, is used to lodge individuals or families for a period of less than 30 days. The vacation rental unit shall be rented as a single unit, and individual sleeping rooms shall not be rented individually.
EXHIBIT A

Whatcom County Code Title 23
Shoreline Management Program

AMENDMENTS

Chapter 23.30
SHORELINE JURISDICTION AND AREA DESIGNATIONS

23.30.055 Urban conservancy shoreline area – Conditional uses.
The following may be permitted as conditional uses subject to the applicable
policies and regulations of this program:
A. All other residential development.
B. Low intensity water-oriented commercial limited to resort, bed-and-breakfast,
campgrounds and similar facilities subject to the criteria in WCC 23.100.050. Low
intensity non-water-oriented commercial limited to resort, bed-and-breakfast,
campgrounds and similar facilities, subject to the criteria in WCC
23.100.050(B)(1)(d).

23.30.095 Conservancy shoreline area – Conditional uses.
The following uses may be permitted as conditional uses subject to the applicable
policies and regulations of this program:
A. All other residential development.
B. Low intensity water-oriented commercial limited to resort, bed-and-breakfast,
campgrounds and similar facilities. Low intensity non-water-oriented commercial
uses limited to resort, bed-and-breakfast, campgrounds and similar facilities may be
permitted as a conditional use, subject to the criteria in WCC 23.100.050(B)(1)(d).

Chapter 23.100
SHORELINE USE POLICIES AND REGULATIONS
23.100.050 Commercial use.
Commercial development in shoreline areas shall be subject to the policies and regulations of this section and Chapter 23.90 WCC.

C. Shoreline Area Regulations.

3. Urban Conservancy. Low intensity water-oriented commercial use and development limited to resort, bed-and-breakfast, campgrounds and similar facilities may be permitted as a conditional use. Low intensity non-water-oriented commercial limited to resort, bed-and-breakfast, campgrounds and similar facilities may be permitted as a conditional use subject to the criteria for such uses in subsection (B)(1)(d) of this section.

7. Conservancy. Low intensity water-oriented commercial use and development limited to resort, bed-and-breakfast, campgrounds and similar facilities may be permitted as a conditional use. Low intensity non-water-oriented commercial limited to resort, bed-and-breakfast, campgrounds and similar facilities may be permitted as a conditional use subject to the criteria for such uses in subsection (B)(1)(d) of this section.

---

Chapter 23.110
DEFINITIONS

23.110.020 B definitions

4. "Bed and Breakfast" means a single family residence that is the primary residence(s) of the owner in which, for compensation, one to five rooms are used as sleeping units to house or lodge individuals or families for periods of less than 30 days as transient visitors with or without limited food service.
23.110.030 C definitions

6. “Commercial development” means those developments whose primary use is for retail, service or other commercial business activities. Included in this definition are developments such as hotels, motels, bed and breakfast establishments, shops, restaurants, banks, professional offices, grocery stores, laundromats, recreational vehicle parks, commercial rental campgrounds and cabins, whether public or private, and indoor or intensive outdoor commercial recreation facilities. Not included are private camping clubs, marinas, signs, utilities, bed and breakfasts, vacation rental units, and other development.

23.110.180 R definitions

7. “Residential development” means buildings, earth modifications, subdivision and use of land primarily for human residence, including, but not limited to: single-family and multifamily dwellings, condominiums, mobile homes and mobile home parks, boarding homes, family daycare homes, adult family homes, retirement and convalescent homes, bed and breakfasts, and vacation rental units, together with accessory uses common to normal residential use. Camping sites or clubs, recreational vehicle parks, motels, and hotels and other transient housing are not included in this definition.

23.110.220 V definitions.

1. “Vacation Rental Unit” means a dwelling unit where the owner is not present on site during the rental period, which, for compensation, is used to lodge individuals or families for a period of less than 30 days.
Vacation Rentals Shoreline Master Program Amendment

I. BACKGROUND INFORMATION

File # PLN2016-00011

File Name: Vacation Rentals Shoreline Master Program Code Amendments

Applicant: Whatcom County Planning and Development Services (PDS)

Summary of Request: Amend Whatcom County Code Title 23 Shoreline Master Program (SMP) to add definitions of “bed and breakfast establishment” (B&Bs) and “vacation rental unit” and to remove B&Bs from the list of commercial uses that are subject to a shoreline conditional use permit. The effect of this change would be to make B&Bs and vacation rental units residential uses, consistent with zoning code amendments now under consideration (File #PLN2014-00020).

Location: County-wide.

Staff Recommendation: Approval. The proposal would make the SMP regulations for vacation rental and B&B uses consistent with zoning code regulations now under consideration.

Current Status
The Planning Commission had a December 2014 work session and January 2015 public hearing regarding proposed zoning code amendments regarding regulation of short-term rentals. The Commission recommended approval of the proposal to list B&Bs and vacation rentals as accessory uses in most zones. The County Council Planning and Development Committee has discussed the issue four times since then, but no zoning code amendments have yet been adopted. Committee discussion has focused on permitting vacation rentals as accessory uses per the Planning Commission recommendations, adding a provision making them a conditional use in the Lake Whatcom Watershed, and adding a series of performance standards intended to protect the safety of guests and prevent negative impacts to nearby residents. The most recent Committee draft of the proposed zoning code amendments is attached as background information.
During the course of the discussion with the Committee, PDS pointed out that even if vacation rentals and B&Bs were allowed under the zoning code, the current SMP regulations would make it very difficult to locate them within the SMP jurisdiction (generally within 200 feet of a shoreline). A new B&B or vacation rental development within shoreline jurisdiction would be subject to a shoreline substantial development permit, though a conversion from an existing residence to one of these uses is likely to be exempt from that requirement. However, whether it is a new development or a conversion, the B&B or vacation rental use within the SMP jurisdiction would be subject to a shoreline conditional use permit.

It would likely be difficult to obtain conditional use permit for a B&B or vacation rental under current SMP criteria. The SMP currently lists B&Bs among commercial uses in its regulations for the “urban conservancy” and the “conservancy” shoreline designations. Those commercial uses are subject to a shoreline conditional use permit. WCC 23.60.040(B)(1), which lists shoreline conditional use permit criteria, requires that “the proposed use will be consistent with the policy of RCW 90.58.020 and this program.” That RCW section lists criteria in order of preference and gives preference to shoreline protection and public access over other uses.\footnote{RCW 90.58.020 "...The legislature declares that the interest of all of the people shall be paramount in the management of shorelines of statewide significance. The department, in adopting guidelines for shorelines of statewide significance, and local government, in developing master programs for shorelines of statewide significance, shall give preference to uses in the following order of preference which:

(1) Recognize and protect the statewide interest over local interest;
(2) Preserve the natural character of the shoreline;
(3) Result in long term over short term benefit;
(4) Protect the resources and ecology of the shoreline;
(5) Increase public access to publicly owned areas of the shorelines;
(6) Increase recreational opportunities for the public in the shoreline;
(7) Provide for any other element as defined in RCW 90.58.100 deemed appropriate or necessary.”}

The SMP currently does not list or define a vacation rental unit use. However, the current SMP definition of "residential development" expressly excludes "camping sites or clubs, recreational vehicle parks, motels, hotels and other transient housing." Therefore PDS believes vacation rental units, like B&Bs, would be considered commercial uses under the current SMP.

**Extent of B&B and Vacation Rental Uses**

Based on a compilation of online listings as of November 2015, staff estimates that about one quarter of the approximately 400 short term rental units currently advertised on the vrbo.com and airbnb.com web sites in unincorporated Whatcom County are within shoreline jurisdiction (typically 200 feet from ordinary high water mark of an affected water body). While these uses are widespread throughout the County, they tend to cluster in areas traditionally characterized by recreational
housing such as Glacier and Birch Bay. Smaller clusters also exist in areas that are not primarily recreational in nature, such as Lake Whatcom.

A large majority of these short term rental units are vacation rentals. At present, conversion of a residence to a vacation rental does not require a permit or registration through PDS. Without such a requirement, there has been no action that would prompt PDS to inform owners within the SMP jurisdiction that a conditional use permit is required.

**Table 1. VRBO and Airbnb Listings by Location and Shoreline Designation, November 2015**

<table>
<thead>
<tr>
<th>Location</th>
<th>Shoreline Designation (based on approximate location mapped in online listing)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Conservancy</td>
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<tr>
<td>Birch Bay</td>
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<td>Birch Point</td>
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<td>E Bellingham</td>
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<td>Lake Whatcom</td>
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<td>Marietta</td>
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<td>North County</td>
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<td>N Bellingham</td>
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<tr>
<td>Point Roberts</td>
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<td>Sandy Point</td>
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<td>Squalicum Lake</td>
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<td>Van Zandt</td>
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### Table 2. VRBO and Airbnb Listings by Location and Type, November 2015

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<tr>
<td>Van Zandt</td>
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### Table 3. VRBO and Airbnb Listings by Type and Shoreline Designation, November 2015

<table>
<thead>
<tr>
<th>Type</th>
<th>Shoreline Designation (based on approximate location mapped in online listing)</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Conservancy</td>
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<tr>
<td>Bed &amp; Breakfast</td>
<td>0</td>
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<tr>
<td>Vacation Rental</td>
<td>31</td>
</tr>
<tr>
<td>Total</td>
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</tr>
</tbody>
</table>
II. SMP AMENDMENT

The proposed amendment would make B&Bs and vacation rental units residential rather than commercial uses in the SMP. This would be consistent with the proposed zoning code amendments, which would allow them as accessory uses to residential uses. Specifically, the amendment would:

- Remove B&B from the list of commercial uses subject to shoreline conditional use permits in the Urban Conservancy and Conservancy shoreline designations (WCC 23.30.055 and .095, and 23.100.050(C)(3) and .050(C)(7))
- Add a definition of "bed and breakfast" (WCC 23.110.020(4))
- Exclude B&Bs and vacation rental units from the definition of "commercial development" (WCC 23.110.030(6))
- Add B&Bs and vacation rental units to the definition of "residential development" (WCC 23.110.180(7)), and
- Add a definition of "vacation rental unit" (WCC 23.110.220(1))

If approved, these SMP amendments would be subject to review by the Washington State Department of Ecology as a limited master program amendment.

The added definitions of B&B and vacation rental unit are consistent with those currently proposed in the Title 20 (zoning code) amendments. If enacted, the proposed zoning code amendments, coupled with these amendments to the SMP, would allow for a use that is already becoming a significant non-urban economic activity in the county, while placing performance standards on these uses to prevent negative impacts to surrounding residents.

III. COMPREHENSIVE PLAN EVALUATION

The proposed SMP amendment, in conjunction with the zoning code amendments proposed in #PLN2014-00020, to add a definition and standards for vacation rental uses is consistent with the following policies of the Whatcom County Comprehensive Plan:

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-13 Allow for adequate economic development to provide economic sustainability, adequate employment opportunities, and services in and for the rural areas.
Goal 2DD: Retain the character and lifestyle of rural Whatcom County.

Policy 2DD-2: Protect the character of the rural area through the County’s development regulations ...

Goal 2FF: Provide employment opportunities in the rural parts of Whatcom County.

Policy 2FF-1: Support small businesses, cottage industries, home occupations, resource-based, tourist, recreational, and other appropriate industries in the rural areas of Whatcom County. New rural commercial and industrial uses that are more intensive than those permitted within rural zones as home occupations or cottage industries should be located within designated Rural Communities and Rural Business areas.

Policy 2FF-4: Allow home-based occupations, cottage industries and small-scale tourist and recreational uses throughout the rural area provided they do not adversely affect the surrounding residential uses, agricultural uses, forestry uses, or rural character.

Goal 7K: Enable a geographic balance for economic growth within the capacities of the county’s natural resources, natural systems, public services, and public facilities.

Policy 7K-4: Consider establishing more resource and tourism based recreational, commercial, and industrial uses to create economic opportunity in the rural areas of the county.

IV. PROPOSED FINDINGS OF FACT AND REASONS FOR ACTION

Staff recommends the Planning Commission adopt the following findings of fact and reasons for action:

1. Whatcom County Planning and Development Services has submitted an application for a SMP code amendment to define B&Bs and vacation rental units as residential uses.

2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on May 27, 2016.

3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on April 28, 2016.

4. Notice of the Planning Commission public hearing for the amendments was

5. The Planning Commission held a public hearing on the proposed amendments on June 23, 2016.

6. On January 8, 2015 the Whatcom County Planning Commission held a public hearing on a proposal to amend the Zoning Code (WCC Title 20) to allow vacation rental units as accessory uses in most zones, and recommended approval. The County Council has discussed the proposed Title 20 amendments and proposed changes to them, but has not adopted them by ordinance.

7. For vacation rental and bed and breakfast uses located in the jurisdiction of the County’s Shoreline Master Program (WCC Title 23), the proposed Title 20 amendments would be inconsistent with current Title 23 regulations, where vacation rental and bed and breakfast uses are not listed as residential uses.

8. PDS estimates that about a quarter of vacation rental and bed and breakfast uses offered on two of the most popular vacation rental websites is located within the Shoreline Master Program jurisdiction.

9. The current amendment would list vacation rental and bed and breakfast uses as residential uses in the Shoreline Master Program, consistent with the proposed zoning code amendments.

10. SMP amendments are subject to review by the Washington State Department of Ecology as a limited master program amendment.

11. WCCP Policies 2A-13, 2FF-1, 2FF-4, and 7K-4 support economic sustainability in the rural areas of the county.

12. WCCP Policy 2FF-4 supports rural home-based occupations, cottage industries and small-scale tourist and recreational uses throughout the rural area provided they do not adversely affect the surrounding residential uses, agricultural uses, forestry uses, or rural character.

V. PROPOSED CONCLUSIONS

1. The amendments regarding vacation rental units and bed and breakfasts in Shoreline Master Program Jurisdiction is in the public interest.

2. The amendments are consistent with the Whatcom County Comprehensive Plan.
VI. RECOMMENDATION

Planning and Development Services recommends the Planning Commission forward the proposed amendments to the County Council with a recommendation of approval.

ATTACHMENTS

A. Draft Title 23 Shoreline Master Program amendments
B. Background information: Draft Title 20 zoning code amendments being considered by County Council Planning and Development Committee (not under consideration at this hearing)
WHATCOM COUNTY
PLANNING COMMISSION

Vacation Rental Units Shoreline Master Program Code Amendment

FINDINGS OF FACT AND REASONS FOR ACTION

1. Whatcom County Planning and Development Services has submitted an application for a SMP code amendment to define B&Bs and vacation rental units as residential uses.

2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on May 27, 2016.

3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on April 28, 2016.


5. The Planning Commission held a public hearing on the proposed amendments on June 23, 2016.

6. On January 8, 2015 the Whatcom County Planning Commission held a public hearing on a proposal to amend the Zoning Code (WCC Title 20) to allow vacation rental units as accessory uses in most zones, and recommended approval. The County Council has discussed the proposed Title 20 amendments and proposed changes to them, but has not adopted them by ordinance.

7. For vacation rental and bed and breakfast uses located in the jurisdiction of the County’s Shoreline Master Program (WCC Title 23), the proposed Title 20 amendments would be inconsistent with current Title 23 regulations, where vacation rental and bed and breakfast uses are not listed as residential uses.

8. PDS estimates that about a quarter of vacation rental and bed and breakfast uses offered on two of the most popular vacation rental websites is located within the Shoreline Master Program jurisdiction.

9. The current amendment would list vacation rental and bed and breakfast uses as residential uses in the Shoreline Master Program, consistent with the proposed zoning code amendments.
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12. WCCP Policy 2FF-4 supports rural home-based occupations, cottage industries and small-scale tourist and recreational uses throughout the rural area provided they do not adversely affect the surrounding residential uses, agricultural uses, forestry uses, or rural character.

CONCLUSIONS

1. The amendments regarding vacation rental units and bed and breakfasts in Shoreline Master Program jurisdiction are the public interest.

2. The amendments are consistent with the Whatcom County Comprehensive Plan.

RECOMMENDATION

Based upon the above findings and conclusion, the Whatcom County Planning Commission recommends approval of the proposed amendments as shown on Exhibit A.

WHATCOM COUNTY PLANNING COMMISSION

Nicole Oliver, Chair

Becky Boxx, Secretary

7-20-16 7-18-16
Date Date

Commissioners present at the June 23, 2016 meeting when the vote was taken:
Kelvin Barton, Atul Deshmane, David Hunter, Michael Knapp, and Nicole Oliver.

Vote: Ayes: 5, Nays: 0, Abstain: 0, Absent: 4. Motion carried to adopt the above amendment.
### TITLE OF DOCUMENT:
Ordinance adopting amendments to Whatcom County Code Title 20 Zoning, relating to commercial and industrial land uses in limited areas of more intensive rural development.

### ATTACHMENTS:
1. Staff Memorandum
2. Draft Ordinance, Zoning Code Amendment – Title 20 Zoning
3. Staff Report
4. Planning Commission Findings

### 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.)

Ordinance adopting amendments to Whatcom County Code Title 20 Zoning, relating to commercial and industrial land uses in limited areas of more intensive rural development.
Memorandum

TO:       The Honorable Jack Louws, Whatcom County Executive
          The Honorable Whatcom County Council

FROM:     Gary Davis, AICP, Senior Planner

THROUGH:  Mark Personius, AICP, Assistant Director

DATE:     August 29, 2016

SUBJECT:  LAMIRD Development Regulations – Title 20 Amendments

At the September 13, 2016 Planning and Development Committee meeting, PDS has scheduled discussion of proposed amendments to Title 20 Zoning that would allow for greater flexibility for commercial and industrial land uses in designated Rural Communities (limited areas of more intensive rural development, Type I LAMIRDS). The Planning Commission has recommended approval and the draft ordinance is scheduled for introduction at the September 13 County Council meeting.

The amendments would add or amend two specific uses based on inquiries PDS has received by property owners concerning uses that are similar to permitted uses. The first proposed amendment would allow contractors’ business office uses, including outdoor storage of equipment, as a permitted use in the Rural General Commercial (RGC) zone (WCC 20.59.051(7)). Various other services are listed as permitted uses in RGC, including professional offices (WCC 20.59.051(3)), as are rental storage establishments and automobile and equipment sales, rental, repair services (WCC 20.59.053 and .054). A contractor’s office with outside storage of equipment would likely be compatible with these other permitted uses in terms of intensity.

The second would amend a current administrative approval use in the RGC district. Currently, “Assembly and manufacturing of prefabricated wood building and components” is an administrative use, but when a property owner earlier this year proposed a facility for manufacturing and assembling metal components, PDS staff determined that it could not be permitted under this description (WCC 20.59.152(1)). Staff has proposed language that would remove the distinction between materials, and require that all work be conducted within a building, similar to a restriction already placed on automotive and equipment repair in RGC (WCC 20.59.054(1)). RGC currently contains performance standards that limit noise and emissions (WCC 20.59.750).
In addition, the proposal would add to commercial and industrial zones in Rural Communities a provision for the zoning administrator to permit uses that are similar to permitted and administrative approval uses in that zone, much like the current provision in LII (WCC 20.66.078). The affected zones are Rural General Commercial (RGC), Neighborhood Commercial (NC), Small Town Commercial (STC), Resort Commercial (RC), General Manufacturing (GM), and Rural Industrial and Manufacturing (RIM). These zones exist exclusively within Type I LAMIRDs except for RC, which also exists in the Birch Bay urban growth area, and RIM, which also exists in the Birch Bay-Lynden/I-5 Type III LAMIRD.

The proposed amendments would not allow development beyond the size, scale, use, or intensity that existed in the Type I LAMIRDs in 1990, and would be consistent with state law and Whatcom County Comprehensive Plan policies. If you have any questions about the amendments, please call Gary Davis, Senior Planner, at extension 5931.

Attachments:

Draft ordinance
Staff Report
Planning Commission Findings and Recommendations
ORDINANCE NO. ________________

ADOPTING AMENDMENTS TO WHATCOM COUNTY CODE TITLE 20 ZONING, RELATING TO COMMERCIAL AND INDUSTRIAL LAND USES IN LIMITED AREAS OF MORE INTENSIVE RURAL DEVELOPMENT

WHEREAS, Whatcom County Planning and Development Services has proposed amendments to Whatcom County Code Title 20 Zoning; and

WHEREAS, The Whatcom County Council reviewed and considered Planning Commission recommendations, staff recommendations, city recommendations, advisory committee recommendations, Tribal government comments, and public comments on the Comprehensive Plan update; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

1. Whatcom County Planning and Development Services has submitted an application for amendments to WCC Title 20 Zoning regarding commercial and industrial uses in designated limited areas of more intensive rural development (LAMIRDs).

2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on July 8, 2016.

3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on June 30, 2016.

4. Notice of the Planning Commission public hearing for the amendments was published in the Bellingham Herald on July 1, 2016.

5. The Planning Commission held a public hearing on the proposed amendments on July 14, 2016.
6. The Growth Management Act (GMA) allows for designation of LAMIRDs and establishes limits for development within LAMIRDs.

7. Within Type I LAMIRDs, GMA requires that, "Any development or redevelopment in terms of building size, scale, use, or intensity shall be consistent with the character of the existing areas," i.e. the areas where the more intensive uses existed in 1990.

8. In 2011 Whatcom County amended its Comprehensive Plan to add policies that comply with GMA’s requirements for development and redevelopment within LAMIRDs.

9. In 2012 Whatcom County amended its development regulations to comply with GMA, while retaining original specific descriptions of commercial and industrial uses.

10. Whatcom County PDS has received inquiries about permitting uses that are similar in intensity to uses that are currently permitted, but do not fall within the current descriptions of those uses.

11. The proposed amendments address specific use descriptions as well as providing a mechanism for administratively permitting similar uses.

12. The administrative permitting process requires notice to surrounding property owners and compliance with Comprehensive Plan policies.

CONCLUSIONS

1. The amendments to the zoning code are the public interest.

2. The amendments are consistent with the Whatcom County Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:

Section 1. Amendments to the Whatcom County Code are hereby adopted as shown on Exhibit A.
ADOPTED this ______ day of ______________, 2016.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

______________________________  ______________________________
Dana Brown-Davis, Council Clerk  Barry Buchanan, Chairperson

APPROVED as to form:

______________________________  ______________________________
Civil Deputy Prosecutor  Jack Louws, Executive

( ) Approved  ( ) Denied

Date: __________________________

Page 3 of 3
EXHIBIT A

Whatcom County Code Title 20 Zoning

AMENDMENT

Chapter 20.59

RURAL GENERAL COMMERCIAL (RGC) DISTRICT

20.59.050 Permitted uses.

Unless otherwise provided herein, permitted and conditional uses shall be administered pursuant to the applicable provisions of Chapter 20.80 WCC (Supplementary Requirements) and Chapter 20.84 WCC (Variances, Conditional Uses and Appeals). In a rural community designation, nonresidential uses listed below are permitted if a use of the same type existed in that same rural community designation on July 1, 1990, per WCC 20.80.100(1). In a rural business designation all uses are permitted. Residential type uses listed below are permitted in rural community and rural business designations.

.051 Retail and office type uses

(1) Mobile home and recreational vehicle sales.

(2) Indoor commercial recreation facilities such as bowling alleys, skating rinks, indoor theaters and physical fitness centers.

(3) Service establishment including but not limited to barber and beauty shops, laundries, dry cleaners, furniture repair, frozen food lockers, funeral parlors, animal hospitals, auction houses, financial institutions, fraternal organizations and professional offices.

(4) Retail establishments including but not limited to grocery, liquor, drug, sundries, variety, building supplies, clothing, florist, nurseries, optical, sporting goods, appliance, music, pet stores and marijuana retail facilities.
(5) Printing and publishing establishments.

(6) Mini-day care centers and day care centers.

(7) Construction contractors' business offices, including outdoor storage of equipment.

.052 Storage and warehousing type uses.

(1) Rental storage establishments.

.053 Restaurant type uses.

(1) Eating and drinking establishments.

.054 Automotive and equipment repair type uses.

(1) Automobile, motorcycle, marine and farm implement sales, rental agencies, repair and service; provided, that all repair services are conducted within an enclosed building.

(2) Automobile service stations, car washes and public garages.

20.59.150 Administrative approval uses.

In a rural community designation, uses listed in WCC 20.59.150 below may be administratively permitted pursuant to WCC 20.84.235 if a use of the same type existed in that same rural community designation on July 1, 1990, per WCC 20.80.100(1). In a rural business designation, all uses listed in WCC 20.59.150 may be administratively permitted.

The zoning administrator may administratively permit other uses similar in nature to the permitted uses listed in WCC 20.59.050 or 20.59.150 that the zoning administrator determines to be consistent with the purpose and intent of the district, have similar effects on surrounding land uses, and can meet the performance standards for this district.

.151 Storage/warehouse type uses.

(1) Outdoor storage of durable and nondurable goods; provided neighboring uses are adequately screened.
.152 Manufacturing/fabrication type uses.

(1) Fabrication, assembly, and/or manufacturing of prefabricated-wood, building-and-components, mechanical equipment or of building components, provided all work is conducted within a building.

Chapter 20.60

NEIGHBORHOOD COMMERCIAL (NC) DISTRICT

20.60.130 Administrative approval uses.

.131 The zoning administrator may administratively permit pursuant to WCC 20.84.235 other uses similar in nature to the permitted uses listed in WCC 20.60.050 that the zoning administrator determines to be consistent with the purpose and intent of the district, have similar effects on surrounding land uses, and can meet the performance standards for this district.

Chapter 20.61

SMALL TOWN COMMERCIAL (STC) DISTRICT

20.61.150 Administrative approval uses.

In a rural community designation, uses listed in WCC 20.61.150 below may be administratively permitted pursuant to WCC 20.84.235 if a use of the same type existed in that same rural community designation on July 1, 1990, per WCC 20.80.100(1). In a rural business designation, all uses listed in WCC 20.61.150 may be administratively permitted. The zoning administrator may administratively permit other uses similar in nature to the permitted uses listed in WCC 20.61.050 or 20.61.150 that the zoning administrator determines to be consistent with the purpose and intent of the
district, have similar effects on surrounding land uses, and can meet the performance standards for this district.

Chapter 20.64

RESORT COMMERCIAL (RC) DISTRICT

20.64.130 Administrative approval uses.

In a rural community designation, uses listed in WCC 20.64.130 below may be administratively permitted pursuant to WCC 20.84.235 if a use of the same type existed in that same rural community designation on July 1, 1990, per WCC 20.80.100(1). In a rural business designation, all uses listed in WCC 20.64.130 may be administratively permitted.

The zoning administrator may administratively permit other uses similar in nature to the permitted uses listed in WCC 20.64.050 or 20.64.130 that the zoning administrator determines to be consistent with the purpose and intent of the district, have similar effects on surrounding land uses, and can meet the performance standards for this district.

Chapter 20.67

GENERAL MANUFACTURING (GM) DISTRICT

20.67.130 Administrative approval uses.

.131 The zoning administrator may administratively permit pursuant to WCC 20.84.235 other uses similar in nature to the permitted uses listed in WCC 20.67.050 that the zoning administrator determines to be consistent with the purpose and intent of the district, have similar effects on surrounding land uses, and can meet the performance standards for this district.
Chapter 20.69

RURAL INDUSTRIAL AND MANUFACTURING (RIM) DISTRICT

20.69.130 Administrative approval uses.

The following uses are permitted with administrative approval pursuant to WCC 20.84.235. In a rural community designation, uses listed in WCC 20.69.130 below may be administratively permitted pursuant to WCC 20.84.235 if a use of the same type existed in that same rural community designation on July 1, 1990, per WCC 20.80.100(1). In a rural business designation, all uses listed in WCC 20.69.130 below may be administratively permitted. The zoning administrator may administratively permit other uses similar in nature to the permitted uses listed in WCC 20.69.050 or 20.69.130 that the zoning administrator determines to be consistent with the purpose and intent of the district, have similar effects on surrounding land uses, and can meet the performance standards for this district.

......
Whatcom County
Planning & Development Services
Staff Report
LAMIRD Zoning Code Amendment

I. BACKGROUND INFORMATION

File # PLN2016-00007

File Name: Title 20 Zoning Code Amendments – LAMIRD Zones

Applicants: Whatcom County Planning and Development Services (PDS)

Summary of Request: Amend Whatcom County Code Title 20 Zoning to provide greater flexibility for commercial and industrial land uses in designated Rural Communities (limited areas of more intensive rural development, or LAMIRDS).

Location: County-wide.

Staff Recommendation: Approval. The proposal adds clarity to the County’s development regulations regarding commercial and industrial uses in LAMIRDS.

Background
The Growth Management Act (GMA) generally prohibits relatively intensive uses outside urban growth areas, but allows for three types of “limited areas of more intensive rural development” (LAMIRDS). The first and most common of these types applies to areas that had been characterized by more intensive rural development in 1990, the year the GMA was enacted. Per GMA, in a Type I LAMIRD, “Any development or redevelopment in terms of building size, scale, use, or intensity shall be consistent with the character of the existing areas,” i.e. the areas where the more intensive uses existed in 1990. RCW 36.70A.050(d)(i).

In 2011 Whatcom County adopted into its Comprehensive Plan policies consistent with the GMA’s requirements for LAMIRDS. Those plan amendments also designated several areas that met the GMA description of Type I LAMIRD as “Rural Community.” In general, these Rural Community areas allow for local services in the rural area, providing convenient access and employment for rural residents without having to travel to urban centers. This is consistent with another GMA description of a Type I LAMIRD, that development or redevelopment, other than an
industrial area, "must be principally designed to serve the existing and projected rural population." RCW 36.70A.050(d)(i)(B).

In 2012 the County amended its development regulations to ensure that permitted commercial and industrial uses and building sizes were consistent with building sizes and uses that existed in each LAMIRD in 1990. Permitted uses that were already listed in the zoning districts within the Rural Community designations were divided into broader categories, or "types" of uses, and building size limits by type were placed in a table in WCC 20.80.100(1). The limits in the table were based on research PDS had done to document which types of uses existed in each Rural Community area in 1990, and if they existed, what was the largest building size (and cumulative lot coverage) for each use type.

For each of the County’s zoning districts, the zoning code lists permitted uses, uses permitted through an administrative approval process, and uses permitted through a conditional use permit process.\(^1\) The list of uses fit the GMA’s description of an area principally serving the rural population, allowing a range of commercial services along with some limited manufacturing and fabrication. The permitted uses and administrative approval uses described in the code are often very specific, and leave little room for flexibility in allowing a use that is similar to a listed permitted use "in terms of building size, scale, use, or intensity" but does not fall within the specific description of any permitted use. This inflexibility needlessly limits economic development options within the areas designated for more intensive rural development.

Currently one County zoning district allows the zoning administrator flexibility in determining permitted uses. The Light Impact Industrial (LII) lists among its permitted uses, "Other uses similar in nature to the uses listed above which are consistent with the purpose and intent of the district, have similar effects on surrounding land uses, and can meet the performance standards for this district." The LII zone exists in some of the County’s urban growth areas, but does not exist in any LAMIRDs. No other County zoning district has a similar provision.

**II. ZONING CODE AMENDMENT**

The current draft code amendments (attached) would add or amend two specific uses based on inquiries PDS has received by property owners concerning uses that are similar to permitted uses. The first would allow for contractors’ business office

\(^1\) Permitted uses are permitted outright, while administrative approval uses require review by PDS staff and notice to surrounding property owners. Conditional uses require a conditional use permit, which involves notice to surrounding property owners as well as a public hearing by the Hearing Examiner.
uses, including outdoor storage of equipment, as a permitted use in the Rural General Commercial (RGC) zone (WCC 20.59.051(7)). Various other services are listed as permitted uses in RGC, including professional offices (WCC 20.59.051(3)), as are rental storage establishments and automobile and equipment sales, rental, repair services (WCC 20.59.053 and .054). A contractor's office with outside storage of equipment would likely be compatible with these other permitted uses in terms of intensity.

The second would amend a current administrative approval use in the RGC district. Currently, “Assembly and manufacturing of prefabricated wood building and components” is an administrative use, but when a property owner earlier this year proposed a facility for manufacturing and assembling metal components, PDS staff determined that it could not be not be permitted under this description (WCC 20.59.152(1)). Staff has proposed language that would remove the distinction between materials, and require that all work be conducted within a building, similar to a restriction already placed on automotive and equipment repair in RGC (WCC 20.59.054(1)). RGC also contains performance standards that limit noise and emissions (WCC 20.59.750).

In addition, the proposal would add to commercial and industrial zones in Rural Communities a provision for the zoning administrator to permit uses that are similar to permitted and administrative approval uses in that zone, much like the current provision in LII. The affected zones are Rural General Commercial (RGC), Neighborhood Commercial (NC), Small Town Commercial (STC), Resort Commercial (RC), General Manufacturing (GM), and Rural Industrial and Manufacturing (RIM). These zones exist exclusively within Type I LAMIRDs except for RC, which also exists in the Birch Bay urban growth area, and RIM, which also exists in the Birch Bay-Lynden/1-5 Type III LAMIRD.

Unlike the existing provision in the LII district, the proposed language would require an administrative approval permit process, which involves notice to surrounding property owners within 1,000 feet (300 in an urban growth area) and evaluation per the criteria in WCC 20.84.235, which includes compliance with requirements of the zoning district and comprehensive plan policies. Any party of record can appeal the decision.

III. COMPREHENSIVE PLAN EVALUATION

The proposed zoning code amendments would retain measures that contain development of Type I LAMIRDs per GMA, while allowing greater flexibility, allowing for continued economic development in rural areas. They are therefore consistent with the following policies of the Whatcom County Comprehensive Plan:
Policy 2JJ-1: Areas designated as Rural Communities shall meet the criteria stated in this chapter and the requirements of RCW 36.70A.070(5)(d)(i), which describes limited areas of more intensive rural development consisting of the infill, development, or redevelopment of existing commercial, industrial, residential, or mixed-use areas, including necessary public facilities and public services to serve the limited area.

Policy 2JJ-4: Within the Rural Communities, encourage adequate economic development to provide current and future residents’ employment needs, and provide rural residents places to shop, eat, and access to public services.

Policy 2JJ-5: Within Rural Communities development or redevelopment in terms of size, scale, use, or intensity shall be consistent with the character of the area on July 1, 1990.

Policy 2JJ-7: Land uses within Rural Communities, except for industrial uses, should be principally designed to serve the existing and projected rural population.

In considering an administrative permit for a use similar to those already permitted, the zoning administrator would be required to ensure compliance with Comprehensive Plan policies, per WCC 20.84.235(3)(b). Compliance with Policy 2JJ-5 above would ensure compliance with GMA’s standards for development in LAMIRDs.

IV. PROPOSED FINDINGS OF FACT AND REASONS FOR ACTION

Staff recommends the Planning Commission adopt the following findings of fact and reasons for action:

1. Whatcom County Planning and Development Services has submitted an application for amendments to WCC Title 20 Zoning regarding commercial and industrial uses in designated limited areas of more intensive rural development (LAMIRDs).

2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on __________, 2016.

3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on June 30, 2016.

4. Notice of the Planning Commission public hearing for the amendments was
published in the Bellingham Herald on July 1, 2016.

5. The Planning Commission held a public hearing on the proposed amendments on July 14, 2016.

6. The Growth Management Act (GMA) allows for designation of LAMIRDs and establishes limits for development within LAMIRDs.

7. Within Type I LAMIRDs, GMA requires that, “Any development or redevelopment in terms of building size, scale, use, or intensity shall be consistent with the character of the existing areas,” i.e. the areas where the more intensive uses existed in 1990.

8. In 2011 Whatcom County amended its Comprehensive Plan to add policies that comply with GMA’s requirements for development and redevelopment within LAMIRDs.

9. In 2012 Whatcom County amended its development regulations to comply with GMA, while retaining original specific descriptions of commercial and industrial uses.

10. Whatcom County PDS has received inquiries about permitting uses that are similar in intensity to uses that are currently permitted, but do not fall within the current descriptions of those uses.

11. The proposed amendments address specific use descriptions as well as providing a mechanism for administratively permitting similar uses.

12. The administrative permitting process requires notice to surrounding property owners and compliance with Comprehensive Plan policies.

V. PROPOSED CONCLUSIONS

1. The amendments to the zoning code are in the public interest.
2. The amendments are consistent with the Whatcom County Comprehensive Plan.

VI. RECOMMENDATION

Planning and Development Services recommends the Planning Commission forward the proposed amendments to the County Council with a recommendation of approval.
ATTACHMENTS

A. Draft zoning code amendments
WHATCOM COUNTY
PLANNING COMMISSION

LAMIRD Commercial and Industrial Uses Zoning Code Amendment

FINDINGS OF FACT AND REASONS FOR ACTION

1. Whatcom County Planning and Development Services has submitted an application for amendments to WCC Title 20 Zoning regarding commercial and industrial uses in designated limited areas of more intensive rural development (LAMIRDs).

2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on July 8, 2016.

3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on June 30, 2016.

4. Notice of the Planning Commission public hearing for the amendments was published in the Bellingham Herald on July 1, 2016.

5. The Planning Commission held a public hearing on the proposed amendments on July 14, 2016.

6. The Growth Management Act (GMA) allows for designation of LAMIRDs and establishes limits for development within LAMIRDs.

7. Within Type I LAMIRDs, GMA requires that, “Any development or redevelopment in terms of building size, scale, use, or intensity shall be consistent with the character of the existing areas,” i.e. the areas where the more intensive uses existed in 1990.

8. In 2011 Whatcom County amended its Comprehensive Plan to add policies that comply with GMA’s requirements for development and redevelopment within LAMIRDs.

9. In 2012 Whatcom County amended its development regulations to comply with GMA, while retaining original specific descriptions of commercial and industrial uses.

10. Whatcom County PDS has received inquiries about permitting uses that are similar in intensity to uses that are currently permitted, but do not fall within the current descriptions of those uses.
11. The proposed amendments address specific use descriptions as well as providing a mechanism for administratively permitting similar uses.

12. The administrative permitting process requires notice to surrounding property owners and compliance with Comprehensive Plan policies.

CONCLUSIONS

1. The amendments to the zoning code are in the public interest.

2. The amendments are consistent with the Whatcom County Comprehensive Plan.

RECOMMENDATION

Based upon the above findings and conclusion, the Whatcom County Planning Commission recommends approval of the proposed amendments as shown on Exhibit A.

WHATCOM COUNTY PLANNING COMMISSION

Nicole Oliver, Chair

Becky Boxx, Secretary

July 20, 2016

July 18, 2016

Commissioners present at the July 14, 2016 meeting when the vote was taken: Kelvin Barton, David Hunter, Michael Knapp, Nicole Oliver, Andy Rowison, and Michael Vekved.

Vote: Ayes: 6, Nays: 0, Abstain: 0, Absent: 4. Motion carried to adopt the above amendment.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Draft Public Participation Plan

**ATTACHMENTS:**
1. Cover letter
2. Draft Public Participation Plan
3. Planning Commission Minutes

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**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 Growth Management Act requires counties to develop public participation programs for comprehensive plan and development regulation amendments. A draft Public Participation Plan for Whatcom County Comprehensive Plan and Development Regulation Amendments has been developed. This plan will guide public participation efforts relating to comprehensive plan and development regulation amendments, including zoning and critical areas ordinance changes.

**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.
Memorandum

August 29, 2016

TO: The Honorable Jack Louws, Whatcom County Executive
    The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner

THROUGH: Mark Personius, Assistant Director

RE: Draft Public Participation Plan

The Growth Management Act (GMA) requires counties to develop public participation programs for comprehensive plan and development regulation amendments. The Whatcom County Council approved the 2015 Public Participation Plan last year, after review by the Planning Commission. The County is now updating this Plan.

The Plan classifies proposed comprehensive plan and development regulation amendments as level 1, 2 or 3 projects for determining the public participation approach. The process for each level is summarized below:

**Level 1** – Requires a staff report, notice in the newspaper, posting the proposal on the website, and sending it to the County’s e-mail list. It also requires a public hearing before the Planning Commission prior to final Council action.

**Level 2** – Requires all Level 1 processes, plus developing alternatives (when appropriate) and review by an advisory committee, agency, county department, or the appropriate City.

**Level 3** – Requires all Level 2 processes, plus a town hall meeting.

Proposed changes from last year’s Public Participation Plan include:

1. **New Docketed Amendments** - Inserting the comprehensive plan and development regulation amendments that were initiated for review in 2016 (Resolutions 2016-009 and 2016-027). The latest item added is the Cherry Point Amendments, initiated by Council on July 26, 2016. These amendments are being classified as a “Level 3” project that would include consideration of alternatives, a town hall meeting, and a public hearing.
2. **Removing Docketed Amendments** - Deleting amendments that were previously initiated but have completed the review process.

3. **Removing the 2016 Update** - Last year’s Public Participation Plan identified statutory requirements (Growth Management Act provisions that were reviewed in the 2016 comprehensive plan/development regulations update). However, since the 2016 Comprehensive Plan update was adopted by Council on Aug. 9, we are now proposing to delete the references to the 2016 update. However, since the Critical Areas Ordinance update has not been completed, it will remain on the Public Participation Plan.

Thank you for your review and consideration of the draft Public Participation Plan. We look forward to discussing it with you.
Public Participation Plan

Whatcom County Comprehensive Plan and Development Regulation Amendments

Draft
August 29, 2016
Approved by the County Council
April 28, 2015
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Chapter 1. Introduction

Whatcom County has initiated a multi-year project to update its Comprehensive Plan. The Washington State Growth Management Act (GMA) requires the County to review and revise its comprehensive plan and development regulations periodically [RCW 36.70A.130(1)]. The GMA states:

"...Except as otherwise provided, a county or city shall take legislative action to review and, if needed, revise its comprehensive land use plan and development regulations to ensure the plan and regulations comply with the requirements of this chapter... The review and evaluation required by this subsection shall include, but is not limited to, consideration of critical area ordinances and, if planning under RCW 36.70A.040, an analysis of the population allocated to a city or county from the most recent ten-year population forecast by the office of financial management."

Additionally, the GMA requires review of urban growth areas [RCW 36.70A.130(3)]. The GMA states:

"(a) Each county that designates urban growth areas under RCW 36.70A.110 shall review, according to the schedules established in subsection (5) of this section, its designated urban growth area or areas, and the densities permitted within both the incorporated and unincorporated portions of each urban growth area. In conjunction with this review by the county, each city located within an urban growth area shall review the densities permitted within its boundaries, and the extent to which the urban growth occurring within the county has located within each city and the unincorporated portions of the urban growth areas.

(b) The county comprehensive plan designating urban growth areas, and the densities permitted in the urban growth areas by the comprehensive plans of the county and each city located within the urban growth areas, shall be revised to accommodate the urban growth projected to occur in the county for the succeeding twenty-year period."
According to RCW 36.70A.130(5), Whatcom County is required to complete its next review and update of the comprehensive plan, development regulations (zoning, critical areas ordinance, etc.) and urban growth areas in June 30, 2016. The update will represent the county’s vision for the next twenty years.

Whatcom County adopted the 2016 comprehensive plan, urban growth area (UGA), and development regulations update in August 2016. However, the critical areas ordinance (CAO) update has not yet been completed. It is anticipated that the CAO update will be completed in 2017.

This Public Participation Plan (PPP) is intended to guide the County in reviewing comprehensive plan, zoning, and CAO completing the comprehensive plan update and other amendments. The Plan is required by state law (RCW 36.70A.140), which indicates:

"Comprehensive plans – Ensure public participation. Each county and city that is required or chooses to plan under RCW 36.70A.040 shall establish and broadly disseminate to the public a public participation program identifying procedures providing for early and continuous public participation in the development and amendment of comprehensive land use plans and development regulations implementing such plans. The procedures shall provide for broad dissemination of proposals and alternatives, opportunity for written comments, public meetings after effective notice, provision for open discussion, communication programs, information services, and consideration of and response to public comments...."

The bolded sentence of RCW 36.70A.140 above guided the County in developing this PPP. Prior to implementation, this plan will have been reviewed by the planning commission and the county council, with opportunity for the public to comment. The plan will be implemented as adopted.

The issues that will be considered as part of County’s review and amendment of the comprehensive plan and development regulations are divergent and far-reaching. A one-size-fits-all approach to this public participation plan for all of these very different types of issues would not be effective and would do a disservice to the residents of Whatcom County.

This PPP outlines the public participation approach that will be taken with each issue rather than a generic overall approach. The objective of this plan is to provide a clear process for each issue so residents can easily determine how best to be involved in the issues they care about most.

There are other planning issues that require public participation that may not be mentioned in this plan, including standard map and text amendments to Title 20 Zoning that are initiated for review after approval of this plan. At minimum, these items will be processed as Level 1 projects. If additional public participation is required or another approach is appropriate, the Planning and Development Services Department will upgrade the item to a more vigorous approach. Please see Chapter 4 for more information about public participation approaches.
Ongoing programs administered through the Planning Department also provide opportunities for public participation through their respective advisory committees. The Agricultural Advisory Committee, Purchase of Development Rights Oversight Committee, Forestry Advisory Committee, Surface Mining Advisory Committee, Wildlife Advisory Committee, and Critical Areas Advisory Committees meet as needed regularly to assist in the administration of their programs, and may recommend amendments to the comprehensive plan and County Code. These advisory committee meetings are open to the public. More information on these programs can be found at: http://www.whatcomcounty.us/210/Boards-Commissions.

The PPP is designed to meet the following objectives:

- Provide a roadmap for the public, outlining a clear and accessible public process for the comprehensive plan and development regulation amendments update;
- Provide a roadmap for the public, outlining a clear and accessible public process for the CAO update review of urban growth areas;
- Ensure input is sought from a broad base of public participants and is elicited in a timely fashion, considered, and incorporated as appropriate into review of the Comprehensive Plan and Development Regulation amendments updates; and
- Make a concerted and continuous effort to ensure that elected officials and staff are fully aware of and understand community and stakeholder concerns.

1.1. Public Participation Plan Format

To meet PPP objectives consistent with GMA goals this document:

- Outlines the issues that will be considered (Chapter 2);
- Identifies the potential project participants in the comprehensive planning process (Chapter 3), and;
- States the approach that will be taken with each issue (Chapter 4).
Chapter 2. The Issues

The issues that Comprehensive Plan and development regulation amendments will address can be divided into two categories: statutory requirements and docketed requests. This section of the PPP outlines these issues, within these categories. Each issue has been assigned a number beginning first with an “S” or “D” for “statutory” or “docket” respectively. These numbers will carry with each issue to Chapter 4 of this document. Chapter 4 will go into greater detail on the public participation approach that the County will take on each of these issues.

2.1. Statutory Requirements

The Growth Management Act requires Whatcom County to review and update the comprehensive plan by 2016. The County has completed the 2016 comprehensive plan and zoning update, but is still working on the CAO update. Identified the following issues as those requiring attention during the comprehensive plan and development regulation update process in order to comply with the changes in state Growth Management law that have occurred between the last Comprehensive Plan update in January 2005 and the conclusion of the 2014 state legislative session. This section also addresses the review of urban growth areas, which must be completed by 2016. This list will be updated each year with new statutory requirements, passed during the prior year, the County must address as part of the 2016 comprehensive plan update. The following is a current list of identified statutory requirements:

S-1. Transportation — The Transportation Chapter of the Whatcom County Comprehensive Plan will be updated. This update will consider provisions of the GMA and changes to the law, including the physical activity amendments (RCW 36.70A.070, amended in 2005 by SSB 5186) and the multimodal concurrency amendments (RCW 36.70A.108, amended in 2005 by 2SHB 1565). The physical activity amendments indicate that transportation element of the comprehensive plan must contain a pedestrian and bicycle component that includes identified planned improvements for pedestrian and bicycle facilities and corridors to enhance
community access and promote healthy lifestyles. The multimodal concurrency amendments specify that concurrency compliance improvements or strategies may include qualifying multimodal transportation improvements or strategies. This update will involve coordination with Cities, Washington State Department of Transportation (WSDOT), and other governmental and quasi-governmental groups, including the Whatcom Council of Governments (including the Citizens’ Transportation Advisory Group) and Tribal governments.


S-3. **Land for Facilities** (RCW 36.70A.110, .115, .210, amended in 2009 by SHB 1825) — Identifying specific facilities planning requirements under the Growth Management Act. Each city and county fully planning under the Growth Management Act must identify areas sufficient to accommodate the full range of needs and uses that will accompany projected growth.

S-4. **Accessory Uses in Agricultural Lands** (RCW 36.70A.177, amended in 2006 by SHB 2917) — SHB 2917 clarifies that any accessory use a city or county may allow on designated agricultural lands of long-term significance must not interfere with and must support continuation of the overall agricultural use of the property and neighboring properties.

S-5. **Family Day-Care Providers in Home** (RCW 36.70A.450 amended in 2007 by SB 5952) — No county or city may enact, enforce, or maintain an ordinance, development regulation, zoning regulation, or official control, policy, or administrative practice that prohibits the use of a residential dwelling, located in an area zoned for residential or commercial use, as a family day-care provider’s home facility.

S-6. **Housing** (RCW 36.70A.070(2)) — Review and update housing inventory as part of the required Housing Element of the Comprehensive Plan. Review new provisions governing affordable housing incentive programs that may be enacted or expanded in jurisdictions planning under the GMA (RCW 36.70A.540, amended in 2009 by EHB 1464).

S-7.S-1. **Forest Practices** (RCW 36.70A.570, amended in 2007 by SHB 1409) — Relating to the transfer of jurisdiction over conversion-related forest practices to local governments. For counties planning under the GMA, if more than 25 Class IV applications had been filed with the DNR between certain dates, then the county, and the cities within it, are required to adopt forest practices approval ordinances.

S-8.S-2. **Critical Areas/Best Available Science** (RCW 36.70A.130(1)(c)) — The GMA was amended in 1995 to require that the county include the best available science (BAS) in developing policies and development regulations to protect the functions and values of critical areas. State law requires the county to consider the critical areas ordinance and best available science as part of this 2016 update. See also EHB 1653 and SSB 6520 from 2010.

S-9. **2016 Comprehensive Plan Update** (RCW 36.70A.130(1)) — Review and, if needed, revise the Whatcom County Comprehensive Plan by June 2016 to ensure the plan complies with the requirements of RCW 36.70A. This review is the periodic update of the
Comprehensive Plan required by the Growth Management Act. It includes an analysis of the population allocated to a city or county from the most recent population forecast by State Office of Financial Management (OFM).

S-10. **2016 UGA Review (RCW 36.70A.130(3))**—Review urban growth areas and densities permitted within urban growth areas by June 2016, in conjunction with the Cities. If necessary, revise urban growth areas and associated development regulations to accommodate the urban growth projected to occur in the county for the succeeding twenty-year period.
2.2. Docketed Amendment Requests

The items in this section were docketed amendment requests in 2016-2015. These were items initiated for further review by the County Council under Resolutions 2016-009 and 2016-0272015-005. As with statutory requirements in the previous section, this list will be updated on an annual basis.

D-1. **Kennels in the Ag Zone** (PLN2016-00002) - Amend the Whatcom County Zoning Ordinance to allow Commercial Kennels as a conditional use in the Agriculture zone on parcels between one and five acres in size.

D-2. **Capital Facility Planning** (PLN2016-00003) - Review and update the 20-Year Capital Facilities Plan (Appendix E) and the Six-Year Capital Improvement Program for Whatcom County Facilities (Appendix F) of the Whatcom County Comprehensive Plan.

D-3. **Critical Areas Ordinance Update** (PLN2016-00004) - Update the Critical Areas Ordinance, in accordance with the Growth Management Act.

D-4. **Low Impact Development Code Revision** (PLN2016-00005) - Whatcom County is updating the Comprehensive Plan, codes and standards to be consistent with the Low Impact Development (LID) principles condition of the 2013-2018 National Pollutant Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit. As a Phase II Permittee, the County is required to review and update its development codes and standards to make LID the preferred and commonly used approach to site development within the areas of the County covered by the NPDES Permit. The County is also using this as an opportunity to review its stormwater regulations, and may potentially amend other sections to standardize stormwater regulations throughout the County.

D-5. **Wireless Communication Facilities** (PLN2016-00006) - Review and update provisions in Chapter 20.13 to ensure consistency with new 2015 FCC rules (80 FR 1238) which are designed to implement and enforce Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012. The sections to be reviewed and updated will include WCC 20.13.010 - Purpose; WCC 20.13.020 – Definitions; WCC 20.13.040 – Permitted Uses; and WCC 20.13.120 – Application requirements and conditions of issuance.

D-6. **WCC/Title 20 Amendments** (PLN2016-00007) - Review and, if needed, revise the Whatcom County Zoning Code and other sections of the Whatcom County Code to address issues identified in the administration of the codes. Additionally, any revisions needed to achieve consistency with the Growth Management Act and the Whatcom County Comprehensive Plan will also be considered.

D-7. **Permit Review Procedures** (PLN2016-00008) - Review and revise Whatcom County Code 2.33 (Permit Review Procedures), including updating the code for consistency with state law.
D-8. **Sign Regulations Update** (PLN2016-00009) - Review and revise Whatcom County Code 20.80.400 (Sign Regulations), including updating the code for consistency with the U.S. Supreme Court’s decision in Reed v. Town of Gilbert (2015).

D-9. **Vacation Rentals** (PLN2014-00020/PLN2016-00011) - Consider proposal to amend the zoning code to allow vacation rental units as accessory uses in residential and commercial zones. Consider proposal to amend the shoreline management code to allow bed and breakfast and vacation rentals under residential uses within the shoreline jurisdiction.

D-10. **Cherry Point Amendments** (PLN2016-00012) - Review proposed amendments to the Cherry Point section of Chapter Two – Land Use of the Comprehensive Plan including provisions relating to environmental protection, water usage, fossil fuel exports, and the number of piers allowed.

D-11. **Broadcast Tower Height Limits – Point Roberts** (PLN2015-00002) - Amend the Whatcom County Zoning Ordinance to prohibit broadcast towers greater than 25’ in height in the Point Roberts Special District. The amendment would also insert a definition of “Broadcast Tower” into the Zoning Ordinance.

D-12. **Code Enforcement Amendments** (PLN2015-00003) - Create a new Whatcom County Code (WCC) Title 19, called “Code Enforcement,” to establish an efficient system to address enforcement of building, critical areas and zoning codes. The proposal would consolidate the existing code enforcement provisions from WCC 15, 16.16, and 20 into a new WCC Title 19. The proposed amendments include provisions that would allow the County to record a document at the Whatcom Auditor’s office indicating that there is a code violation on a property.

D-13. **Point Roberts Character Plan Amendments** (PLN2015-00004) - Amend the Point Roberts Subarea Plan including the “Point Roberts Character Plan” to ensure consistency between Character Plan development regulations and administrative procedures, the Official Whatcom County Zoning Ordinance (WCC Title 20), and Whatcom County Permit Review Procedures (WCC 2.33). Amend the Point Roberts Character Plan to address timelines for Character Plan Advisory Committee review of projects, roof materials, exterior finish, fire hydrant appearance, screening dumpsters, utilities & other uses, signs rules, and Character Plan Advisory Committee timelines for responding to alleged code violations.

D-14. **Boundary Line Adjustments** (PLN2014-00001) - Amend Section 20.83.110 of the Whatcom County Zoning Ordinance relating to boundary line adjustments. The amendment would allow boundary line adjustments to nonconforming parcels to resolve encroachments such as fences, trees and other occupational indicators. The amendment would also allow boundary line adjustments that modify the boundaries between two nonconforming parcels based upon land owner preferences, as long as the smallest parcel is not decreased in size.

D-5. **WCC/Title 20 Amendments** (PLN2014-00009) - Review and, if needed, revise the Whatcom County Zoning Code and other sections of the Whatcom County Code to address issues identified in the administration of the codes. Additionally, any revisions needed to
achieve consistency with the Growth Management Act and the Whatcom County Comprehensive Plan will also be considered.

D-156. **Weddings and Special Events** (PLN2014-00016) - Amend the Official Whatcom County Zoning Ordinance (Title 20) to allow for “Weddings and Special Events” in specific zone districts through an approved Conditional Use Permit (CUP). Authorization to approve this amendment will result in the county needing to define “Special Events” under the “Definitions” section of WCC 20.97 and an additional amendment made to the “Parking Space Requirements” under WCC 20.80.580.

D-167. **Bellingham Development Standards** (PLN2013-00003) - Review and potentially revise the Whatcom County Code to adopt City of Bellingham Development Standards for the Bellingham Urban Growth Area (UGA).

D-8. **Specified Fittings (R5A to RIM)** (PLN2012-00006) - Amend the Comprehensive Plan designation from Rural to Rural Community and amend the zoning from Rural one dwelling/five acres (R5A) to Rural Industrial and Manufacturing for approximately 1.86 acres located on the north side of Smith Rd., west of the Guide Meridian.

D-179. **Agricultural Strategic Plan Implementation** (PLN2012-00007) - Resolution 2011-023 was approved by the County Council on 7/26/2011 declaring support for the Whatcom County Agricultural Strategic Plan. An immediate priority in this plan is to review the Rural Study Areas as listed in the 2007 Rural Land Study and make recommendations for possible changes in accordance with Resolution 2009-040 (100,000 acre target), Resolution 2011-023 (the Agricultural Strategic Plan), and RCW 36.70A.170 and .177. Other immediate and short-term priorities in this plan include developing tools that can be incentives for agricultural operators within the priority agricultural areas. These activities may lead to proposed changes to the agricultural portions of the Comprehensive Plan and zoning regulations.

D-1810. **MRL Expansion – North Star Rd.** (PLN2012-00009) - Consider proposal to amend the comprehensive plan designation from Rural to Mineral Resource Lands (MRL) and amend the zoning map to expand a MRL overlay zone on approximately 19.7 acres on the west side of North Star Rd., south of Brown Rd. The underlying zoning is Rural one dwelling/five acres (R5A).

D-1914. **Rural Element Update** (PLN2012-00012) - Amend the Rural element of the Whatcom County Comprehensive Plan, including provisions relating to limited areas of more intensive rural development and water resources, in response to a decision of the Growth Management Hearings Board. Make related amendments to the Official Whatcom County Zoning Ordinance and maps.

D-2042. **MRL Expansion – Lummi Island** (PLN2011-00009) - Consider proposal to amend the comprehensive plan designation from Rural Forestry to Mineral Resource Lands (MRL) and amend the zoning map to expand a MRL overlay zone on approximately 27.5 acres on Lummi Island. The underlying zoning is Rural Forestry.
D-2113. **Offsite Wetland Mitigation/Habitat Restoration** (ZON2008-00001) – Consider proposal to amend the Official Whatcom County Zoning Ordinance to allow offsite wetland mitigation and habitat restoration as a form of compensatory mitigation in all zoning districts.

### 2.3. Comprehensive Plan and Development Regulation Appeals

The Whatcom County Council may continue to address appeals brought to the Growth Management Hearings Board (GMHB) or the courts. For example, portions of the Rural-Element Update (PLN2012-00012) are in litigation and could potentially be resolved through settlement agreements. Public participation for settlement activities that will result in an ordinance amending the comprehensive plan and/or development regulations will include, at a minimum:

- Posting an initial draft proposal on the County website and sending it to anyone requesting notification at least 30 days prior to the public hearing. Posting any revised draft on the County website and sending it to anyone requesting notification at least 10 days prior to the public hearing.

- If urban growth areas are being modified, sending the draft proposal to cities and any citizen planning groups for non-City UGAs at least 30 days prior to the public hearing. Sending any revised draft to cities and any citizen planning groups for non-City UGAs at least 10 days prior to the public hearing.

- Publishing notice of the hearing in the newspaper and, if urban growth areas are being modified, e-mailing notice to cities at least 10 days prior to the public hearing; and

- Holding a public hearing.
Chapter 3. Project Participants

The Public Participation Plan is designed to reach all audiences that may have an interest in the Comprehensive Plan and development regulation amendments update process. It is also designed to reach out to other groups and individuals—it those that may not yet have an interest or be inclined to participate—to encourage their awareness, understanding and involvement in the process. The PPP also promotes use of existing communication networks to encourage involvement in the Whatcom County Comprehensive Plan and development regulation amendments update process.

3.1. The Public

The general public is defined as members of the community including residents, groups, property owners, farmers, business owners and any others that might be interested in the Comprehensive Plan and development regulation amendments update process. The following sections contain a breakdown of some specific types of community groups and organizations that the County will attempt to engage in the Comprehensive Plan update process.

3.1.1. Interested Property Owners and Developers

Interested property owners and developers are defined as members of the community that have an interest in growth and development regulations, especially as they relate to their private property rights. They may have an interest in developing or preserving their property. This might include farmers, real estate and development groups and other related professionals.

3.1.2. Community Organizations

Community organizations are loosely defined as groups, associations, or committees that come together for a common interest or cause. This includes service groups, environmental groups, chambers of commerce, non-profit organizations, advocacy groups, community councils,
neighborhood associations, local granges, social service organizations, religious organizations, and others. Community organizations also include groups that are centered around non-city UGAs like the Birch Bay steering committee and others.

3.1.3. Other Groups and Individuals

WAC 365-196-600(4) states that “Each county or city should try to involve a broad cross-section of the community, so groups not previously involved in planning become involved.” The County will continue to expand our email list when people request to be added to the list and as new groups come to the County’s attention, we will work to include them as appropriate.

3.2. Governmental/Quasi-Governmental Groups

Governmental and quasi-governmental groups are defined as organizations that have a connection to local government, including Whatcom Council of Governments; Whatcom County Council; City Councils; Whatcom County and individual cities’ Planning Commissions; area tribes; local special purpose districts; citizen advisory committees and others. Groups typically consist of elected officials, appointed or volunteer community members, or jurisdictional staff. Table 1 below shows a selected group of advisory committees that may be asked to comment on comprehensive plan, zoning, and/or critical areas ordinance amendments, portions of amendments required to update the comprehensive plan. It will be important to ensure continued coordination with these groups throughout the entire Comprehensive Plan Update process.

Table 1: Selected Whatcom County Advisory Boards/Committees and Commissions

<table>
<thead>
<tr>
<th>Agricultural Advisory Committee</th>
<th>Parks and Recreation Committee</th>
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<tbody>
<tr>
<td>Bicycle/Pedestrian Advisory Committee</td>
<td>Portage Bay Shellfish Protection District Advisory Committee</td>
</tr>
<tr>
<td>Birch Bay Shellfish Protection District Advisory Committee</td>
<td>Public Health Advisory Board</td>
</tr>
<tr>
<td>Birch Bay Watershed and Aquatic Resources Management Advisory Committee</td>
<td>Purchase of Development Rights Oversight Committee</td>
</tr>
<tr>
<td>Critical Areas Ordinance Citizen Advisory Committee</td>
<td>Rural Library Board</td>
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<tr>
<td>Critical Areas Ordinance Technical Advisory Committee</td>
<td>Surface Mining Advisory Committee</td>
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<tr>
<td>Development Standards Technical Advisory Committee</td>
<td>Whatcom County Community Network</td>
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<tr>
<td>Drayton Harbor Shellfish Protection District Advisory Committee</td>
<td>Whatcom County Housing Advisory Committee</td>
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<tr>
<td>Flood Control Zone District Advisory Committee</td>
<td>Whatcom Council of Governments: Citizens’ Transportation Advisory Group</td>
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<tr>
<td>Flood Control Sub-Zone District Advisory Committee</td>
<td>Whatcom Transportation Authority’s Citizen Advisory Panel</td>
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<tr>
<td>Marine Resource Committee</td>
<td>WRIA 1 – Joint-Management Team</td>
</tr>
<tr>
<td>Forestry Advisory Committee</td>
<td>WRIA 1 – Planning Unit</td>
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</tbody>
</table>
3.2.1. Planning Commission

Implementation of the GMA as it relates to public participation is covered within WAC 365-196-600 “Public Participation.” WAC 365-196-600(3)(c) states: “The public participation program should clearly describe the role of the planning commission, ensuring consistency with requirements of chapter 36.70, 35.63, or 35A.63 RCW.” RCW 36.70 is the Planning Enabling Act, which requires:

- Notice of the time, place and purpose of any public hearing shall be given by one publication in a newspaper of general circulation in the county at least ten days before the hearing (RCW 36.70.390 and .590).
- A recommendation of approval of comprehensive plan or official control amendments shall be by the affirmative vote of not less than a majority of the total members of the planning commission. Such approval shall be by a recorded motion which shall incorporate the findings of fact of the planning commission and the reasons for its action (RCW 36.70.400 and .600).

For purposes of this process, the Planning Commission will be more involved throughout each of the projects within the larger process. The Planning Commission is an appointed group of citizens that work directly with Planning and Development Services to craft legislation and make recommendations to the County Council. They also hear and make recommendations on applications for amendments to the Whatcom County Code and the Comprehensive Plan from private individuals, agencies and other applicants. Currently, the Planning Commission hears from the public primarily during public hearings and through written correspondence.

It is the goal that most town hall meetings, open houses and other public participation activities will occur with some involvement with the Planning Commission. In this way, the Planning Commission will hear straight from the public on each issue and will be more involved in crafting policies, earlier in the process. The public is encouraged to communicate with planning commissioners through the email and mailing address listed in Chapter 5 of this document in addition to attending planning commission meetings.

3.3. The Cities

Whatcom County will continue to engage with the Cities on issues of common interest, including UGA planning that need to be reconciled as part of the periodic review. The County will work with the cities to achieve coordinated and consistent planning during the UGA review and revision process. The Cities will be conducting their own periodic reviews as required by state law, and public participation regarding issues associated with City planning areas will be undertaken by each city.
Chapter 4. Public Participation Approach

4.1. Overall Approach

The Washington Administrative Code (WAC) provides guidelines and rules for public involvement in comprehensive planning. WAC 365-196-600 "Public Participation" states that "The public participation program should clearly describe the role of the planning commission, ensuring consistency with requirements of chapter 36.70, 35.63, or 35A.63 RCW."

Through this public participation program the planning commission will act as a central hub for many public participation activities. In this way, the planning commission will have maximum exposure to the public perspective no matter how complex or minute the issue.

Starting in section 4.2, issues are broken down into 3 types for the purposes of public participation. Each type of issue has a different approach and the approach is described in each section. All the issues retain the numbers assigned to them in Chapter 2, so if more information is needed about an issue, the reader may refer back to Chapter 2.

The 2016 Comprehensive Plan Update will include various opportunities for public participation, such as commenting on the scope of the environmental impact statement (EIS) and the draft EIS, and commenting at advisory committee, Planning Commission and County Council meetings. Proposals will be posted on the website and sent out through the County e-mail list. The County intends to provide a broad range of opportunities for the public to provide written and/or oral comments relating to the 2016 Comprehensive Plan Update.
4.2. Level 1 Issues

Level 1 issues are generally less complicated, have already been through extensive public process or are quasi-judicial actions\(^1\). This level is also appropriate for most standard map and text amendments to Title 20 Zoning. A more vigorous public participation approach may be assigned at the discretion of the Planning and Development Services Department.

4.2.1. Approach

Level 1 issues will be subject to the public process required by the code. Typically, they will follow this process:

1) **Proposal**: Staff generates a proposal or a recommendation on an application.

2) **Proposal posted**: Proposal is posted to the website and announced through email list. Legal notice will be given as required and applicable. Public may make comment to the Planning Commission via email and/or US mail.

3) **Public hearing**: Planning Commission holds public hearing on issue.

4) **Work session and recommendation**: Planning Commission conducts work session on issue and recommends action to the County Council. Public may make comment to the County Council via email and/or US mail.

5) **County Council**: County Council will review the recommendation of the Planning Commission and hold a work session in committee. The Council will approve the recommendation, modify, or deny. If the Planning Commission recommendation is substantively modified, another hearing will be held on that modification and then the Council will act.

4.2.2. Level 1 Projects

- S-3. **Land for Facilities** (RCW 36.70A.110, 115, 210, SHB 1825)
- S-5. **Family Day Care Providers in Home** (RCW 36.70A.450, SB 5952)
- S-17. **Forest Practices** (RCW 36.70A.570, SHB 1409)
- D-2. **Capital Facility Planning** (PLN2016-00003)
- D-4. **Low Impact Development Code Revision** (PLN2016-00005)
- D-5. **Wireless Communication Facilities** (PLN2016-00006)

\(^1\) Quasi-judicial actions of local decision-making bodies are "those actions of the legislative body, planning commission, hearing examiner, zoning adjuster, board of adjustment, or boards which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested case proceeding" (RCW 42.36.010). These require adjudication in a court-like process, in which the guidelines for public participation are different from other actions. Notice requirements for quasi-judicial rezones are set forth in WCC 20.90.045.
4.3. Level 2 Issues

Level 2 issues require a little more than the code-required public process. The issues in this category are of a sensitive or political nature and/or the public has come out to oppose or support them in the past. They are generally more complicated.

4.3.1. Approach

Typically, level 2 issues will follow this process:

1) Alternatives: Staff generates alternative approaches to the issue, when applicable.

2) Alternatives posted: Alternatives are posted to the website and announced through email list.

3) Advisory Committee/Agency/City Review and Comment: The alternatives will be submitted to the appropriate advisory committee, department, city or agency for review and comment.

4) Proposal: Staff generates a proposal considering any feedback received on the alternatives.
5) **Proposal posted:** Proposal is posted to the website and announced through email list and legal notice as required and applicable. Public may make comment to the Planning Commission via email and/or US mail.

6) **Public hearing:** Planning Commission holds public hearing on issue.

7) **Work session:** Planning Commission conducts work session on issue and recommends action to the County Council. Public may make comment to the County Council via email and/or US mail.

8) **County Council:** County Council will review the recommendation of the Planning Commission and hold a work session in committee. The Council will approve the recommendation, modify, or deny. If the Planning Commission recommendation is substantively modified, another hearing will be held on that modification and then the Council will act.

### 4.3.2. Level 2 Projects

S-1. **Transportation** (RCW 36.70A.070 and RCW 36.70A.108)

S-2. **Mineral Resource Lands** (RCW 36.70A.131)

S-4. **Accessory Uses in Agricultural Lands** (RCW 36.70A.177, SB 2917). Coordination with Agriculture Advisory Committee.

S-6. **Housing** (RCW 36.70A.070(2)) and (RCW 36.70A.540, EHB 1464)

D-1. **Kennels in the Ag Zone** (PLN2016-00002). Coordination with Agriculture Advisory Committee.

S-28/D-3. **Critical Areas Ordinance Update** (PLN2016-00004). Critical Areas/Best Available Science (RCW 36.70A.130(1)(c)). A Citizens Advisory Committee and a Technical Advisory Committee have been appointed for this effort. Other pertinent advisory committees will have the opportunity to review as well, prior to the Planning Commission’s review.

D-179. **Agricultural Strategic Plan Implementation** (PLN2012-00007). Coordination with Agriculture Advisory Committee and applicable Cities.

D-1911. **Rural Element Update** (PLN2012-00012). May be subject to settlement agreements and the public process set forth in Section 2.3.

4.4. Level 3 Issues

These issues are generally more complicated and are of interest to the general public. All of these issues will have many opportunities for public comment, including a town-hall style meeting where people are able to openly share their feelings on the alternatives proposed or just the issue in general. When appropriate, town hall meetings will be planned close to areas that will be or are being impacted by the issue.

4.4.1. Approach

Typically, level 3 issues will follow this process:

1) **Alternatives**: Staff generates alternative approaches to the issue, when appropriate.

2) **Alternatives posted**: Alternatives are posted to the website and announced through email list.

3) **Advisory Committee/Agency/City Review and Comment**: The alternatives will be submitted to the appropriate advisory committee, department, city or agency for review and comment.

4) **Town hall meeting**: A town hall style meeting is held to seek public input on the issue and the proposed alternatives. When appropriate, the meeting is held in a location that is reasonably located near an area affected by the issue. Planning Commission may be in attendance at this town hall meeting. Announcements of town hall meetings will be done through the website, email list, media releases, and local postings as appropriate.

5) **Proposal**: Staff generates a proposal considering feedback received on the alternatives, including feedback heard at the town hall meeting.

6) **Proposal posted**: Proposal is posted to the website and announced through email list. Legal notice will be given as required and as appropriate. Public may make comment to the Planning Commission via email and/or US mail.

7) **Public hearing**: Planning Commission holds public hearing on issue.

8) **Work session**: Planning Commission conducts work session on issue and recommends action to the County Council. Public may make comment to the County Council via email and/or US mail.

9) **County Council**: County Council will review the recommendation of the Planning Commission and hold a work session in committee. The Council will approve the recommendation, modify, or deny. If the Planning Commission recommendation is substantively modified, another hearing will be held on that modification and then the Council will act.
4.4.2. Level 3 Projects

D-10. Cherry Point Amendments (PLN2016-00012)

S-9. 2016 Comprehensive Plan Update (RCW 36.70A.130(1)). Coordination, as applicable, with various committees, the cities, and service providers.

S-10. 2016 UGA Review (RCW 36.70A.130(3)). Coordination with the seven Cities and capital facility/urban service providers.
Chapter 5. Conclusion

This public participation plan will guide the review of comprehensive plan and development regulations amendments as initially crafted at the beginning of the comprehensive planning process. It is a living document that should be updated as conditions change or new methods are discovered. This public participation plan meets the requirements of the RCW and the requirements of the WAC. Specifically, the Planning and Development Services Department hopes that this public participation program will "involve a broad cross-section of the community, so groups not previously involved in planning become involved" as WAC 365-196-600(4) suggests it should.

To provide written feedback on this public participation plan, please contact Planning and Development Services at rboxx@co.whatcom.wa.us. If you wish to provide comment on any issue to the Planning Commission or County Council, please utilize the following addresses:

Whatcom County Planning and Development Services
5280 Northwest Drive
Bellingham, WA 98226

Planning Commission

c/o Becky Boxx, coordinator
5280 Northwest Drive
Bellingham, WA 98226

PDS_Planning_Commission@co.whatcom.wa.us

County Council
311 Grand Ave, Ste 105
Bellingham, WA 98225
council@co.whatcom.wa.us
Commissioner Barton stated he has vacation rentals. He is not present on site at all of his rentals. The record needs to reflect that this is often the case with vacation rentals. Regarding the definition of vacation rental, there is no definition of what “on site” means and what is an “owner”. He stated an instance in which the owner lives off site but has hired a manager to be there full time for his 10 units. This may need to be clarified.

Commissioner Barton moved to change the definition of “Vacation Rental Unit” to read: means a dwelling unit where the owner/manager is not primarily present on site during the rental period, which, for compensation, is used to lodge individuals or families for a period of less than 30 days. Commissioner Knapp seconded.

Commissioner Barton stated that if the owner is present on site then the definition would not fit.

Mr. Davis stated there are a lot of exceptions to the definitions which they tried to address. This is the definition the council is proposing in the proposed zoning amendments.

Commissioner Hunter stated “primarily” does not add anything to the definition. Perhaps “residing” would make more sense.

The vote on the motion failed (ayes-1; nays-4).

Commissioner Deshmane moved to recommend approval of the proposed changes. Commissioner Oliver seconded. Roll Call Vote: Ayes – Barton, Deshmane, Hunter, Knapp, Oliver; Nays – 0; Abstain – 0; Absent – Honcoop, McClendon, Rowison, Vekved. The motion carried.

Public Hearing

File #PLN2016-00010: The draft Public Participation Plan for Whatcom County Comprehensive Plan and Development Regulation Amendments. This plan will guide public participation efforts relating to comprehensive plan and development regulation amendments.

Matt Aamot presented the staff report.

This is the annual update to the plan. The Public Participation Plan items are classified as Level 1, 2 and 3. Level 1 requires a staff report, notice in the newspaper, posting on the website and sending it to the county’s email list. It also requires a public hearing before the Planning Commission prior to final County Council action. Level 2 requires all those Level 1 processes plus developing alternatives, when appropriate, and review by an advisory committee, agencies or appropriate city. Level 3 requires all of those previous processes plus a town hall meeting. The two major changes to the plan are the adding new Comprehensive Plan and development regulation amendments that
RECORD OF PROCEEDINGS OF THE  
WHATCOM COUNTY PLANNING COMMISSION  
June 23, 2016

Regular Meeting

were initiated by the County Council and some things were deleted that have been completed.

The hearing was opened to the public.

Carole Perry, Whatcom County: Stated it has sometimes been difficult to participate in the process. She asked if there was any way to make that easier through this process. With technology there should be someplace for people to check to see what is currently being done.

The hearing was closed to the public.

Commissioner Hunter stated he has no idea which level each item should be in so he is going to rubber stamp it with that understanding.

Commissioner Knapp moved to recommend approval of the plan. Commissioner Deshmane seconded. Roll Call Vote: Ayes – Barton, Deshmane, Hunter, Knapp, Oliver; Nays – 0; Abstain – 0; Absent – Honcoop, McClendon, Rowison, Vekved. The motion carried.

The meeting was adjourned at 7:52 p.m.

Minutes prepared by Becky Boxx.

WHATCOM COUNTY PLANNING COMMISSION ATTEST:

______________________________  ______________________________
Nicole Oliver, Chair              Becky Boxx, Secretary
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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<th>Origination</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
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TITLE OF DOCUMENT:
Resolution in the matter of the Whatcom County Six-Year Transportation Improvement Program for the years 2017 through 2022

ATTACHMENTS:
1. Memo to County Executive and Council
   Attachment “A” – 2017-2022 Capital Project Priority Order and Financial Distribution by Year
   Attachment “R1-R33, B1-B16, F1-F4, Y1-Y8” – Project Summary Sheets
   Attachment “B1-B3” – Road Fund Balance, Revenue, Expenditure
   Attachment “C” – Roadway Priority Rating Program
   Attachment “D” – Bridge Report
2. 2017-2022 Six Year Transportation Improvement Program Resolution
   Exhibit “A” – 2017-2022 Six-Year Transportation Improvement Program
   Exhibit “B” – 2017-2030 Fourteen-Year Ferry Capital Program

SEPA review required? ( ) Yes ( X ) NO
SEPA review completed? ( ) Yes ( X ) NO
Should Clerk schedule a hearing? ( X ) Yes ( ) NO
Requested Date: 9/13/16

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.)
Each year the County is required to update its Six-Year Transportation Improvement Program (STIP), per RCW 35.77.010 and RCW 36.81.121. The STIP includes the capital elements of the first six years of the Fourteen-Year Ferry Program. The STIP is intended as a planning tool for local, state and federally funded projects and is designed to identify projects for preliminary engineering, right-of-way purchase and/or construction.

COMMITTEE ACTION:
8/9/2016: Discussed

COUNCIL ACTION:
8/9/2016: 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.
Memo

To: The Honorable Jack Louws, Whatcom 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: July 27, 2016

Re: Six-Year Transportation Improvement Program, 2017-2022
PW Committee Work Session, Introduction, Public Hearing and Adoption

Requested Action:
The Department of Public Works requests that a Council Public Works Committee work session be scheduled for August 9th, for discussion of the information attached to this memorandum regarding the 2017-2022 Six-Year Transportation Improvement Program (STIP). If approved by the Committee, we request that the STIP Resolution and its associated exhibits, 2017-2022 Six-Year Transportation Improvement Program and 2017-2030 Fourteen-Year Ferry Capital Program, be introduced at that evening’s County Council meeting. We then request that a public hearing be advertised for and held at the September 13th County Council meeting, with the resolution potentially adopted at said meeting.

Background and Purpose:
Each year the County is required to update its Six-Year Transportation Improvement Program, per RCW 35.77.010 and RCW 36.81.121. The County is also required to prepare a Fourteen-Year Ferry Capital Program each year per RCW 36.54.015. The STIP includes the capital elements of the first six years of the Fourteen-Year Ferry Capital Program which is Exhibit “B” of the resolution.

Information:

1. Memorandum to County Executive and Council
   Attachment “A” - 2017-2022 Capital Projects Financial Distribution by Year
   Attachment “R1-R33, B1-B16, F1-F4, Y1-Y8” - Project Summary Sheets
   Attachment “B1” - Road Fund Balance Projections
   Attachment “B2” - Road Fund Revenue Projections
   Attachment “B3” - Road Fund Expenditure Projections
   Attachment “C” - Roadway Priority Rating Program
   Attachment “D” - Bridge Report

   Attachment “A” is a simplified form of Exhibit “A” to the STIP. This simplified form shows priority order of proposed projects as well as expenditures by year. This is being provided in order to facilitate the Public Works Committee work session.

2. 2017-2022 Six Year Transportation Improvement Program Resolution
   Exhibit “A” - 2017-2022 Six-Year Transportation Improvement Program
   Exhibit “B” - 2017-2030 Fourteen-Year Ferry Capital Program
2017-2022 Six Year Transportation Improvement Program (STIP)

Project Removals & Additions

--Not complete list of all changes--

Projects Removed From Previous STIP:

R20 – Marine Drive Bridge Slow Vehicle Warning – Expected 2016 Completion
R28 – County Road Safety Program – Expected 2016 Completion
R29 – South Pass Road Failure Repair – Expected 2016 Completion
R31 – Lakeway Crosswalk – Expected 2016 Completion
B3 - Hannegan Rd/Nooksack Bridge 252 – Completed
B12- Mosquito Lake Rd/N Fork Nooksack River Bridge 332 – Completed
B15- S Bay Rd/Fir Creek Bridge #120 – Expected 2016 Completion

Projects Added to Previous STIP:

R8 - Smith Rd/NW Dr, intersection Improvements
R16- Slater Rd/Haxton Way, Signal Improvements
R19- Birch Bay Dr, Jackson Rd to Shintaffer Rd, Pavement Repair
R31- Airport Drive Subsurface Repair
R32- Ferndale Road/Levee Improvements
R33- Abbott Road/Levee Improvements
RESOLUTION NO. ________

WHATCOM COUNTY SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM
FOR THE YEARS 2017 THROUGH 2022

WHEREAS, pursuant to RCW 36.81.121, Whatcom County is required to prepare and
approve a Six-Year Transportation Improvement Program each year; and

WHEREAS, pursuant to RCW 36.54.015, Whatcom County is required to prepare a
Fourteen-Year Ferry Capital Program each year; and

WHEREAS, following approval of the Six-Year Transportation Improvement Program, the
law requires an annual review of the work accomplished under the program and a determination
of current transportation needs; and

WHEREAS, based upon the findings of the annual review, and after a public hearing, a
Six-Year Transportation Improvement Program shall be approved; and

WHEREAS, pursuant to RCW 36.81.121, the Six-Year Transportation Improvement
Program and Fourteen-Year Ferry Capital Program must be consistent with the County
comprehensive plan pursuant to RCW 36.70A; and

WHEREAS, the Six-Year Transportation Improvement Program attached hereto as Exhibit
“A” has been reviewed and determined to be consistent with the County’s comprehensive plan;
and

WHEREAS, the Fourteen-Year Ferry Capital Program attached hereto as Exhibit “B” has
been reviewed and determined to be consistent with the County’s comprehensive plan;

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council as follows:

1. That the Whatcom County Six-Year Transportation Improvement Program for the years
2017 through 2022, which is attached hereto as Exhibit "A", including the capital elements of the first six-years of the Fourteen-Year Ferry Capital Program, which is attached hereto as Exhibit "B", is hereby approved.

2. That the County Engineer is directed to file a copy of the same with the County Road Administration Board and the State Secretary of Transportation.

APPROVED this ____ day of _________, 2016.

ATTEST:

______________________________
Dana Brown-Davis, Clerk of the Council

______________________________
Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

______________________________
Dan Gibson, Chief Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Page 2
### Road Capital Construction

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### EXHIBIT "A"

**Transportation Improvement Program 2017-2022**

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  - **Lummi Nation Transportation Projects - Various locations on Reservation**
  - **Lummi Nation Transportation Projects - Various locations on Reservation**
  - **Lummi Nation Transportation Projects - Various locations on Reservation**

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- **Point Roberts Transportation Improvements - Project locations to be determined in 2017**
  - **Point Roberts Transportation Improvements - Project locations to be determined in 2017**
  - **Point Roberts Transportation Improvements - Project locations to be determined in 2017**
  - **Point Roberts Transportation Improvements - Project locations to be determined in 2017**

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- **Slater Road/Haxton Way - Intersection Improvements**
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  - **Slater Road/Haxton Way - Intersection Improvements**
  - **Slater Road/Haxton Way - Intersection Improvements**

### East Smith Road, Everson Gravenstein to SW 42
- **East Smith Road, Everson Gravenstein to SW 42 - Pavement Rehabilitation**
  - **East Smith Road, Everson Gravenstein to SW 42 - Pavement Rehabilitation**
  - **East Smith Road, Everson Gravenstein to SW 42 - Pavement Rehabilitation**
  - **East Smith Road, Everson Gravenstein to SW 42 - Pavement Rehabilitation**

### East Smith Road and Hanegan Road
- **East Smith Road and Hanegan Road - Intersection Improvements**
  - **East Smith Road and Hanegan Road - Intersection Improvements**
  - **East Smith Road and Hanegan Road - Intersection Improvements**
  - **East Smith Road and Hanegan Road - Intersection Improvements**

### Birch Bay Drive, Jackson Road to Shintofer Road
- **Birch Bay Drive, Jackson Road to Shintofer Road - Pavement Rehabilitation**
  - **Birch Bay Drive, Jackson Road to Shintofer Road - Pavement Rehabilitation**
  - **Birch Bay Drive, Jackson Road to Shintofer Road - Pavement Rehabilitation**
  - **Birch Bay Drive, Jackson Road to Shintofer Road - Pavement Rehabilitation**

### North Enterprise Road, Marksell Rd to Birch Bay Lynden Rd
- **North Enterprise Road, Marksell Rd to Birch Bay Lynden Rd - Pavement Rehabilitation**
  - **North Enterprise Road, Marksell Rd to Birch Bay Lynden Rd - Pavement Rehabilitation**
  - **North Enterprise Road, Marksell Rd to Birch Bay Lynden Rd - Pavement Rehabilitation**
  - **North Enterprise Road, Marksell Rd to Birch Bay Lynden Rd - Pavement Rehabilitation**

### West Badger Road, Sunrise Road to Markworth Road
- **West Badger Road, Sunrise Road to Markworth Road - Reconstruction**
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### Portal Way, Birch Bay Lynden Road to Faris Road
- **Portal Way, Birch Bay Lynden Road to Faris Road - Shoulder Overlay**
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  - **Portal Way, Birch Bay Lynden Road to Faris Road - Shoulder Overlay**

### Turkington Roads Jones Creek
- **Turkington Roads Jones Creek - Road Grade Modification and creek channelization**
  - **Turkington Roads Jones Creek - Road Grade Modification and creek channelization**
  - **Turkington Roads Jones Creek - Road Grade Modification and creek channelization**
  - **Turkington Roads Jones Creek - Road Grade Modification and creek channelization**

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**Agencies:** Whatcom County
**County No.:** 37
**Co.Name:** Whatcom County
**City No.:** 0000
**MPO/RPO:** NON/WCCG

**Hearing Date:**
**Adjourn Date:**
**Resolution No.:**
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### Bridge Capital Construction

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<th>STATE FUNDS</th>
<th>OTHER FUNDS</th>
<th>LOCAL FUNDS</th>
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<th>EXPENDITURE SCHEDULE</th>
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Page 3
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"Draft" Six Year Transportation Improvement Program 2017-2022
### Ferry Capital Construction

<table>
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<th>IMPROVEMENT TYPE</th>
<th>STATUS</th>
<th>IMPROVEMENT STATUS</th>
<th>TOTAL LENGTH (ft)</th>
<th>FUNDING SOURCE INFORMATION</th>
<th>EXPENDITURE SCHEDULE</th>
<th>FEDERALLY FUNDED PROJECTS ONLY</th>
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</thead>
<tbody>
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<td>00</td>
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### Yearly Capital Construction

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### Project Costs in Thousands of Dollars

#### Funding Source Information

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#### Expenditure Schedule

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#### Federally Funded Projects Only

**Environmental Impact:**

- RW REG: Y
- UST CON: N
- PERM: N
- Wetland: N

**HEARING DATE:**

**RESOLUTION NO.:**
Six Year Transportation Improvement Program
Instructions for Completing the Form

Complete the form for the six year program in accordance with the following instructions.
Include all transportation-related projects regardless of location or source of funds.

Heading
Agency
County Number
City Number
MPO/RTPO
Enter name of the sponsoring agency.
Enter the OFM assigned number (see LAG Appendix 21.44).
Enter the OFM assigned number (see LAG Appendix 21.45).
Enter the name of the MPO (if located within urbanized area) or RTPO (if in the rural area).

Hearing Date
Adoption Date
Resolution Number
Amendment Date
Enter the date of the public hearing.
Enter the date this program was adopted by council or commission.
Enter Legislative Authority resolution number if applicable.
Enter the date this program was amended by council or commission.

Column Number
1. Functional Classification. Enter the appropriate 2-digit code denoting the Federal Functional Classification. (Note: The Federal Functional Classification must be approved by FHWA.)

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<thead>
<tr>
<th>Rural (under 5,000 population)</th>
<th>Urban (over 5,000 population)</th>
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<tbody>
<tr>
<td>00 - No Classification</td>
<td>11 - Interstate</td>
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<tr>
<td>01 - Interstate</td>
<td>12 - Freeways &amp; Expressways</td>
</tr>
<tr>
<td>02 - Principal Arterial</td>
<td>14 - Other Principal Arterials</td>
</tr>
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<td>06 - Minor Arterials</td>
<td>16 - Minor Arterial</td>
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<td>07 - Major Collector</td>
<td>17 - Collector</td>
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<tr>
<td>08 - Minor Collector</td>
<td>19 - Local Access</td>
</tr>
<tr>
<td>09 - Local Access</td>
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</tbody>
</table>

2. Priority Numbers
   R - Road Capital Construction; B - Bridge Capital Construction; F - Ferry Capital Construction; Y - Yearly Capital

3. Project Identification. Enter (a) Federal Aid Number if previously assigned; (b) Bridge Number; (c) Project Title; (d) Street/Road Name or Number/Federal Route Number; (e) Beginning and Ending Termini (Mile Post or Street/Road Names); and (f) Describe the Work to be Completed.

4. Improvement Type Codes. Enter the appropriate federal code number(s).

<table>
<thead>
<tr>
<th>Description</th>
<th>Description</th>
<th>Description</th>
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<tbody>
<tr>
<td>01 - New construction on new alignment</td>
<td>07 - Resurfacing</td>
<td>14 - Bridge Program Special</td>
</tr>
<tr>
<td>02 - Relocation</td>
<td>08 - New Bridge Construction</td>
<td>21 - Transit Capital Project</td>
</tr>
<tr>
<td>03 - Reconstruction</td>
<td>09 - Bridge Replacement</td>
<td>22 - Transit Operational Project</td>
</tr>
<tr>
<td>04 - Major Widening</td>
<td>10 - Bridge Rehabilitation</td>
<td>23 - Transit Planning</td>
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<td>05 - Minor Widening</td>
<td>11 - Minor Bridge Rehabilitation</td>
<td>24 - Transit Training/Admin</td>
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<td>06 - Other Enhancements</td>
<td>12 - Safety/Traffic Operation/TSM</td>
<td>31 - Non Capital Improvement</td>
</tr>
<tr>
<td></td>
<td>13 - Environmentally Related</td>
<td>32 - Non Motor Vehicle Project</td>
</tr>
</tbody>
</table>

5. Funding Status. Enter the funding status for the entire project which describes the current status.
   S - Project is 'selected' by the appropriate selection body & funding is secured.
   P - Project is subject to selection by an agency other than the lead and is listed for planning purposes and funding has not been determined.

6. Total Length. Enter project length to the nearest hundredth mile (or code "00" if not applicable).

7. Utility Code(s). Enter the appropriate code letter(s) for the utilities that would need to be relocated or are impacted by the construction project.

| C - Cable TV                      | S - Sewer (other than agency-owned) |
| G - Gas                           | T - Telephone                       |
| O - Other                         | W - Water                           |
| P - Power                         |                                    |

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Six Year Transportation Improvement Program
Instructions for Completing the Form

8. Project Phase. Select the appropriate phase code of the project.
   PE - Preliminary Engineering, including Design (or Planning)
   RW - Right Of Way or land acquisition
   CN - Construction only (or transit planning or equipment purchase)
   ALL - All Phases from Preliminary Engineering through Construction
   (Use only in Years 4, 5, & 6)

9. Phase Start Date. Enter the month/day/year (in MM/DD/YY format) that the selected
   phase of the project is actually expected to start.

10. Federal Fund Sources. Enter the Federal Fund Source code from the table below.

<table>
<thead>
<tr>
<th>Federal Fund Source Code</th>
<th>Source Description</th>
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<tbody>
<tr>
<td>CBI</td>
<td>Combined Border Infrastructure</td>
</tr>
<tr>
<td>BIA</td>
<td>Bureau of Indian Affairs</td>
</tr>
<tr>
<td>BR</td>
<td>Bridge Replacement or Rehab.</td>
</tr>
<tr>
<td>CBID</td>
<td>Community Development Block Grant</td>
</tr>
<tr>
<td>CMAQ</td>
<td>Congestion Mitigation Air Quality</td>
</tr>
<tr>
<td>DEMO</td>
<td>TEA-21 Demo Projects (Selected)</td>
</tr>
<tr>
<td>DISCRIMINATORY</td>
<td>Ferry Boat Discretionary, Public Lands Highway, Scenic Byways, etc.</td>
</tr>
<tr>
<td>DOD</td>
<td>Department of Defense</td>
</tr>
<tr>
<td>IC</td>
<td>Interstate Construction</td>
</tr>
<tr>
<td>IM</td>
<td>Interstate Maintenance</td>
</tr>
<tr>
<td>IRR</td>
<td>Indian Reservation Roads</td>
</tr>
<tr>
<td>NHS</td>
<td>National Highway System</td>
</tr>
<tr>
<td>3037</td>
<td>FTA Job Access/Reverse Commute</td>
</tr>
<tr>
<td>5307</td>
<td>FTA Urban Areas</td>
</tr>
<tr>
<td>5309(US)</td>
<td>Bus</td>
</tr>
<tr>
<td>5310</td>
<td>Rural Economic Vitality Program</td>
</tr>
<tr>
<td>5309(FG)</td>
<td>Fixed Guideways</td>
</tr>
<tr>
<td>5311</td>
<td>New Starts</td>
</tr>
<tr>
<td>5316</td>
<td>FTA New Freedom</td>
</tr>
<tr>
<td>5317</td>
<td>Safe Routes To Schools</td>
</tr>
<tr>
<td>5318</td>
<td>STP Statewide Competitive Program</td>
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<tr>
<td>5319</td>
<td>STP Transportation Enhancements</td>
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<tr>
<td>5320</td>
<td>STP Legistaltive Marksmarks</td>
</tr>
<tr>
<td>5321</td>
<td>STP Safety Including Hazard and RR</td>
</tr>
<tr>
<td>5322</td>
<td>STP Rural Regionally Selected</td>
</tr>
<tr>
<td>5323</td>
<td>STP Urban Regionally Selected</td>
</tr>
<tr>
<td>5324</td>
<td>STP (WSDOT Use Only)</td>
</tr>
</tbody>
</table>

11. Federal Cost. Enter the total federal cost (in thousands) of the phase regardless of when the funds will be spent.

12. State Fund Code. Enter the appropriate code for any of the listed funds to be used on this project.

<table>
<thead>
<tr>
<th>State Fund Code</th>
<th>Fund Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAPP</td>
<td>County Arterial Preservation Program</td>
</tr>
<tr>
<td>CHAA</td>
<td>Route Transfer Program (formerly City Hardship Assistance Account)</td>
</tr>
<tr>
<td>TPP</td>
<td>Transportation Partnerships Program</td>
</tr>
<tr>
<td>AIP</td>
<td>Urban Arterial Program (formerly Arterial Improvement Program)</td>
</tr>
<tr>
<td>PSMP</td>
<td>Sidewalk Program (formerly Pedestrian Safety &amp; Mobility Program)</td>
</tr>
<tr>
<td>PWTF</td>
<td>Public Works Trust Fund</td>
</tr>
<tr>
<td>RAP</td>
<td>Rural Arterial Program</td>
</tr>
<tr>
<td>SCP</td>
<td>Small City Arterial Program (formerly Small City Program)</td>
</tr>
<tr>
<td>SCPP</td>
<td>Small Cities Pavement Preservation</td>
</tr>
<tr>
<td>FMSIB</td>
<td>Freight Mobility Strategic Invest. Board</td>
</tr>
<tr>
<td>WSDOT</td>
<td>WSDOT funds</td>
</tr>
<tr>
<td>OTHER</td>
<td>Any other unlisted state fund codes</td>
</tr>
</tbody>
</table>

13. State Funds. Enter all funds from the State Agencies (in thousands) of the phase regardless of when the funds will be spent.

14. Local Funds. Enter all the funds from Local Agencies (in thousands) of the phase regardless of when the funds will be spent.

15. Total Funds. Enter the sum of columns 10, 12, and 14. (This will auto-total in the STIP software program.)

16-19. Expenditure Schedule - (1st, 2nd, 3rd, 4th thru 6th years). Enter the estimated expenditures (in thousands) of dollars by year. (For Local Agency use.)

20. Environmental Data Type. Enter the type of environmental documentation that will be required for this project. Environmental determination must be completed before the Right-of-Way/Construction phase(s) can be obligated. (This is required for Federally funded projects.)

<table>
<thead>
<tr>
<th>Environmental Data Type</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>EIS</td>
<td>Environmental Impact Statement</td>
</tr>
<tr>
<td>EA</td>
<td>Environmental Assessment</td>
</tr>
<tr>
<td>CE</td>
<td>Categorical Exclusion</td>
</tr>
</tbody>
</table>

21. R/W Certification. If Right of Way acquisition is required, enter R/W Certification Date, if known. (This is required for Federally funded projects.)

404
WHATCOM COUNTY
2017-2030 FOURTEEN-YEAR
FERRY CAPITAL PROGRAM
Overview

This program provides a blueprint for the effective, efficient, and continuing operation of the Whatcom County Ferry System within existing financial constraints. Capital improvements are scheduled based on many years of experience operating and maintaining the system, while complying with applicable regulations.

Inevitably, priorities and available funds for the ferry system will change over the fourteen years projected in this program. Therefore, the intention of the program is to be a guide indicating long-range improvements and anticipated revenues and expenditures. Strict adherence is not required.

Enacted in 1975, Revised Code of Washington (RCW) 36.54.015 states "The legislative authority of every county operating ferries shall prepare, with the advice and assistance of the county engineer, a fourteen year long range capital improvement plan embracing all major elements of the ferry system. Such plan shall include a listing of each major element of the system showing its estimated current value, its estimated replacement cost, and its amortization period."

Table 1: Ferry System Current and Replacement Values – meets applicable requirements, showing the current value, replacement cost, and amortization periods for the vessels and facilities. The current value of the M/V Whatcom Chief is the book value, calculated from the depreciated original construction cost and any depreciated improvements/major repairs. The facilities' current value is book value; original cost less depreciation plus depreciated improvements.

RCW 36.81.121 (1) states "...the legislative authority of each county, after one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years....and for those counties operating ferries shall also include a separate section showing proposed capital expenditures for ferries, docks, and related facilities. Copies of the program shall be filed with the county road administration board and the secretary of transportation not more than thirty days after its adoption by the legislative authority..." Subsection (2) requires expanded information on how a county will spend all its money on the various facets of the transportation program. This RCW Section was enacted in 1961. The capital expenditure portion of Subsection (1) is satisfied by:

Table 2: Projected Revenues defines the known and/or anticipated sources of operating and capital project funding for the 14-Year Plan.

Table 3: Projected Expenditures includes all other expenditures on the system that meet Subsection (2) requirements. Operational expenditures are delineated
between vessel and non-vessel costs. U.S. Coast Guard regulations currently require the ferries to be dry-docked every two years, however to extend the life, improve reliability and protect our capital investment Whatcom County schedules dry-docking every year for its vessel. The landings are inspected regularly as required by the National Bridge Inspection Standards administered through the Washington State Department of Transportation. The inspection report helps identify and schedule major maintenance and replacement of these facilities.

This RCW section also provides the reporting requirement and timing of program submission, as well as establishing the annual update requirement.

Additionally, the Federal Highway Administration requires all agencies within a Metropolitan Planning Organization to develop and annually update the long range Transportation Improvement Plans and their Biennial Element. Whatcom County updates this 14-Year plan each year and incorporates the results into the Six-Year Transportation Improvement Program.

**Major Project Analysis**

Gooseberry Point dock improvements include electrical system upgrades and terminal painting which are in the design and permitting stages in 2017 with construction anticipated for 2018. In 2019, preliminary plans will be developed for the replacement of the approach span and transfer span decks.

Design work will continue in 2017 and 2018 for the Lummi Island dock improvements which include dolphin and breakwater replacement. Electrical system upgrades and terminal painting are in the design and permitting stages in 2017 with construction anticipated for 2018. In 2019, preliminary plans will be developed for the replacement of the approach span and transfer span decks.

**Major Maintenance/Reconstruction**

*Pile, dolphin & fender work:*
Major pile dolphin and fender work replacement is scheduled as funding and operational periods allow.

*Vessel dry-docking:*
US Coast Guard regulations require periodic inspections of all ferry vessels. In addition to yearly certifications, each vessel is required to be dry-docked every two years, with an underwater hull survey required as part of the annual certification between dry dockings. Whatcom County schedules dry-docking every year. The engine overhaul, vessel painting, hull repairs, and other major and minor repairs occur during dry-docking. Propulsion engine overhauls occur every third year. Generator engines are overhauled on a six-year cycle. Engines are replaced every ten to twelve years. Every three to five years, a vessel survey is conducted to assess the vessel's overall condition (last valuation was in 2014),
establish the fair market value, estimate replacement cost, and provide a detailed hull strength assessment. This survey is used in part to determine the requirements for hull plating and framing replacement, and is also a requirement of the current insurance carrier.

Minor Maintenance

General minor maintenance is continual on the ferry, landings, aprons, approaches, and waiting facilities. The costs and extent of the work is unpredictable and frequently, problems must be repaired immediately upon detection. Routine maintenance such as building painting and roof cleaning is more predictable and scheduled in advance.

History of the Ferry System

The ferry system is the only public transportation link for the majority of Lummi Island residents and vehicles to the mainland at Gooseberry Point. In the event of an emergency ferry outage or mechanical failure, the County has contracted pedestrian only ferry services while the vessel is being repaired.

Following is a brief chronology outlining the history of the Whatcom County Ferry System.

YEAR EVENT

1926 Lummi Shore Road from Bellingham was completed and a ferry, the Central, owned by Whatcom County and large enough to hold six small Model-T Fords started making scheduled runs between Lummi Island and Gooseberry Point.

1929 The slightly larger Chief Kwina replaces the Central.

1950 Gooseberry Point terminal built.

1962 The M/V Whatcom Chief begins service.

1978 Lummi Island terminal is relocated.

1982 New lift mechanism installed on transfer span at Lummi Island. Gooseberry Point pier refurbished

1987 Gooseberry Point Transfer span, wing walls and dolphins replaced

1997 Major refurbishment of Gooseberry Point landing accomplished

2002 20-Year Plan Phase 1 Process and report completed.

2005 Major Status Report on Ferry System

2006 Lummi Island Dock preservation project (Bearing Seats Rebuild).

Major corrosion repair to vessel hull.

Completed design package for a 35-car replacement vessel.

Completed design package for urgent electrical/structural terminal repairs.

First Rate Increase in 5 years.

2008 Rate Increase

2009 Rate adjustment
2009  Emergency wing wall replacement on Lummi Island
2010  Emergency wing wall replacement on Lummi Island
2011  Rate increase and long term lease with the Lummi Nation
2012  Planning and design for the remote control installation at Lummi Island
       and the wing wall replacement at Gooseberry Point.
2013  Gooseberry Point terminal wooden wingwalls replaced with modern steel-
       pile supported wingwalls.
2013  Lummi Island terminal transfer span and apron remote control system
       installed.
2014  Gooseberry Point terminal wooden dolphins replaced with modern steel-
       pile supported dolphins.
2015  Rate adjustment
2015  Dolphin Emergency Repair – Lummi Island Terminal
### FERRY SYSTEM CURRENT AND REPLACEMENT VALUES - 2015

#### VESSELS

<table>
<thead>
<tr>
<th>Current Statistics</th>
<th>M/V Whatcom Chief</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>LENGTH (ft)</td>
<td>94</td>
<td></td>
</tr>
<tr>
<td>BEAM (ft)</td>
<td>44</td>
<td></td>
</tr>
<tr>
<td>DISPLACEMENT (tons)</td>
<td>78</td>
<td></td>
</tr>
<tr>
<td>YEAR BUILT</td>
<td>1962</td>
<td></td>
</tr>
<tr>
<td>CAPACITY - Passengers</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>CAPACITY - Cars</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>CURRENT INSURED VALUE - 2015</td>
<td>$910,000</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL CURRENT VALUE - 2015</strong>(1)</td>
<td>$910,000</td>
<td></td>
</tr>
</tbody>
</table>

#### Replacement Statistics

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>YEAR</td>
<td>2015</td>
</tr>
<tr>
<td>CAPACITY - Passengers</td>
<td>100</td>
</tr>
<tr>
<td>CAPACITY - Cars</td>
<td>20</td>
</tr>
<tr>
<td>REPLACEMENT VALUE - 2015**(2)</td>
<td>$5,886,000</td>
</tr>
<tr>
<td><strong>TOTAL - REPLACEMENT VALUE - 2015</strong></td>
<td>$5,886,000</td>
</tr>
</tbody>
</table>

#### FACILITIES

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>YEAR BUILT</th>
<th>REPLACEMENT YEAR</th>
<th>CURRENT BOOK VALUE**(4)**</th>
<th>REPLACEMENT VALUE <strong>(5)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Lummi Island Landing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer Span</td>
<td>1982</td>
<td>2022</td>
<td>$195,000</td>
<td>$1,990,000</td>
</tr>
<tr>
<td>Dock</td>
<td>1978</td>
<td>2018</td>
<td>$23,000</td>
<td>$360,000</td>
</tr>
<tr>
<td>Dolphins/Wingwall**(3)**</td>
<td>1978</td>
<td>2018</td>
<td>$485,000</td>
<td>$1,750,000</td>
</tr>
<tr>
<td>Parking Lots</td>
<td>2005</td>
<td>2045</td>
<td>$50,000</td>
<td>$85,000</td>
</tr>
<tr>
<td>Passenger Waiting/Office</td>
<td>1978</td>
<td>2018</td>
<td>$10,000</td>
<td>$25,000</td>
</tr>
<tr>
<td><strong>Subtotal - Lummi Island Landing</strong></td>
<td></td>
<td></td>
<td><strong>$763,000</strong></td>
<td><strong>$4,210,000</strong></td>
</tr>
<tr>
<td>Gooseberry Point Landing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer Span</td>
<td>1987</td>
<td>2027</td>
<td>$445,000</td>
<td>$2,200,000</td>
</tr>
<tr>
<td>Dock</td>
<td>1997</td>
<td>2037</td>
<td>$87,000</td>
<td>$590,000</td>
</tr>
<tr>
<td>North and South Wingwalls</td>
<td>2009, 2010</td>
<td>2037, 2038</td>
<td>$326,000</td>
<td>$326,000</td>
</tr>
<tr>
<td>Dolphins/Wingwall**(3)**</td>
<td>2013, 2014</td>
<td>2053, 2054</td>
<td>$1,400,000</td>
<td>$1,540,000</td>
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<tr>
<td><strong>Subtotal - Gooseberry Point Landing</strong></td>
<td></td>
<td></td>
<td><strong>$2,258,000</strong></td>
<td><strong>$4,656,000</strong></td>
</tr>
<tr>
<td><strong>TOTAL FACILITIES VALUE</strong></td>
<td></td>
<td></td>
<td><strong>$3,021,000</strong></td>
<td><strong>$8,866,000</strong></td>
</tr>
<tr>
<td><strong>TOTAL VESSEL &amp; FACILITIES VALUE</strong></td>
<td></td>
<td></td>
<td><strong>$3,931,000</strong></td>
<td><strong>$14,752,000</strong></td>
</tr>
</tbody>
</table>

#### NOTES:

1. Depreciated Columbia Sentinel Engineers (2015) Value plus Depreciated Improvements
2. Appreciated Columbia Sentinel Engineers (2015) Replacement Value
3. Replace with Steel Pileings, estimation of replacement value due to recent replacement timeframe
4. Estimated using a 40-year life and straight-line depreciation (including depreciated improvements)
5. Replacement value based on cost estimates by Art Anderson Associates (2009)
### Lummi Island Ferry 14-Year Capital Program

**All $ in 000’s Revenues 2017-2023**

<table>
<thead>
<tr>
<th>Category</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
</tr>
</thead>
<tbody>
<tr>
<td>Punch Card Fares (3)</td>
<td>$1,124</td>
<td>$1,149</td>
<td>$1,176</td>
<td>$1,204</td>
<td>$1,232</td>
<td>$1,261</td>
<td>$1,292</td>
</tr>
<tr>
<td>Cash Fares (4)</td>
<td>281</td>
<td>287</td>
<td>294</td>
<td>301</td>
<td>308</td>
<td>315</td>
<td>323</td>
</tr>
<tr>
<td>(Memo 55% of Operating Cost) (1)</td>
<td>1404</td>
<td>1437</td>
<td>1470</td>
<td>1505</td>
<td>1540</td>
<td>1577</td>
<td>1616</td>
</tr>
<tr>
<td>MVFT Deficit Subsidy</td>
<td>140</td>
<td>140</td>
<td>140</td>
<td>140</td>
<td>140</td>
<td>140</td>
<td>140</td>
</tr>
<tr>
<td>County Road Fund Subsidy</td>
<td>1172</td>
<td>1197</td>
<td>1223</td>
<td>1251</td>
<td>1279</td>
<td>0</td>
<td>1338</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>2716</td>
<td>2774</td>
<td>2833</td>
<td>2895</td>
<td>2959</td>
<td>1717</td>
<td>3094</td>
</tr>
<tr>
<td><strong>Total Expenditures (2)</strong></td>
<td>3062</td>
<td>5144</td>
<td>2896</td>
<td>2948</td>
<td>3002</td>
<td>3058</td>
<td>3116</td>
</tr>
<tr>
<td><strong>Net Unfunded</strong></td>
<td>346</td>
<td>2370</td>
<td>63</td>
<td>53</td>
<td>43</td>
<td>1341</td>
<td>22</td>
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</tbody>
</table>

### Lummi Island Ferry 14-Year Capital Program

**All $ in 000’s Revenues 2024-2030**

<table>
<thead>
<tr>
<th>Category</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
<th>2027</th>
<th>2028</th>
<th>2029</th>
<th>2030</th>
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</thead>
<tbody>
<tr>
<td>Punch Card Fares (3)</td>
<td>$1,323</td>
<td>$1,356</td>
<td>$1,389</td>
<td>$1,424</td>
<td>$1,462</td>
<td>$1,496</td>
<td>$1,530</td>
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<tr>
<td>Cash Fares (4)</td>
<td>331</td>
<td>339</td>
<td>347</td>
<td>356</td>
<td>365</td>
<td>374</td>
<td>382</td>
</tr>
<tr>
<td>(Memo 55% of Operating Cost) (1)</td>
<td>1654</td>
<td>1695</td>
<td>1736</td>
<td>1780</td>
<td>1827</td>
<td>1869</td>
<td>1912</td>
</tr>
<tr>
<td>MVFT Deficit Subsidy</td>
<td>140</td>
<td>140</td>
<td>140</td>
<td>140</td>
<td>140</td>
<td>140</td>
<td>140</td>
</tr>
<tr>
<td>County Road Fund Subsidy</td>
<td>1369</td>
<td>1401</td>
<td>1433</td>
<td>1468</td>
<td>1506</td>
<td>1539</td>
<td>1572</td>
</tr>
<tr>
<td><strong>Total Revenues</strong></td>
<td>3162</td>
<td>3236</td>
<td>3309</td>
<td>3388</td>
<td>3473</td>
<td>3548</td>
<td>3624</td>
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<tr>
<td><strong>Total Expenditures (2)</strong></td>
<td>3174</td>
<td>3234</td>
<td>3295</td>
<td>3360</td>
<td>3425</td>
<td>3485</td>
<td>3549</td>
</tr>
<tr>
<td><strong>Net Unfunded</strong></td>
<td>12</td>
<td>(2)</td>
<td>(14)</td>
<td>(28)</td>
<td>(48)</td>
<td>(63)</td>
<td>(75)</td>
</tr>
</tbody>
</table>

**Note 1:** After Subtracting the MVFT Deficit Subsidy. Budgeted for 57% fare recovery based on historical

**Note 2:** As Shown On Table 2, including capital expenditures

**Note 3:** Equal to 80% of Fares

**Note 4:** Equal to 20% of Fares
<table>
<thead>
<tr>
<th>Category</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Operating Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vessel Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td>1297</td>
<td>1312</td>
<td>1327</td>
<td>1342</td>
<td>1357</td>
<td>1372</td>
<td>1387</td>
</tr>
<tr>
<td>Fuel &amp; Operating Supplies</td>
<td>684</td>
<td>704</td>
<td>726</td>
<td>747</td>
<td>770</td>
<td>793</td>
<td>817</td>
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<tr>
<td>Insurance</td>
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<td>62</td>
<td>63</td>
<td>65</td>
<td>67</td>
<td>69</td>
<td>71</td>
</tr>
<tr>
<td>Other Operating Expenses</td>
<td>146</td>
<td>146</td>
<td>153</td>
<td>159</td>
<td>165</td>
<td>172</td>
<td>179</td>
</tr>
<tr>
<td>Total Vessel Operations</td>
<td>2187</td>
<td>2224</td>
<td>2269</td>
<td>2313</td>
<td>2359</td>
<td>2406</td>
<td>2454</td>
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<tr>
<td><strong>Other Operations</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Administration</td>
<td>289</td>
<td>294</td>
<td>300</td>
<td>306</td>
<td>312</td>
<td>319</td>
<td>325</td>
</tr>
<tr>
<td>Parking Lots</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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## 2017-2022 Six Year Transportation Improvement Program

Financial Distribution by Year

Project Costs in Thousands of Dollars

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<tr>
<td>B3</td>
<td>Marine Drive/Little Squalicum Bridge No.1</td>
<td></td>
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<tr>
<td>B4</td>
<td>South Pass Road/Saar Creek/Bridge No. 212</td>
<td></td>
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<tr>
<td>B5</td>
<td>Portal Way/Dakota Creek/Bridge No. 500</td>
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<tr>
<td>B6</td>
<td>Jackson Road/Terrell Creek/Bridge No. 81</td>
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<tr>
<td>B7</td>
<td>Mosquito Lake Road/Porter Creek/Bridge No. 141</td>
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<tr>
<td>B8</td>
<td>North Lake Samish Road/Bridge No. 107</td>
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<tr>
<td>B9</td>
<td>Hannegan Road/Bridge No. 236</td>
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<tr>
<td>B10</td>
<td>Roberts Road/Anderson Creek/Bridge No. 249</td>
<td></td>
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<td>B11</td>
<td>Masseys Road/Sumas River/Bridge No. 291</td>
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<tr>
<td>B12</td>
<td>W. Badger Road/Bertrand Creek/Bridge No. 50</td>
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<td>B13</td>
<td>Goshen Road/Anderson Creek/Bridge No. 248</td>
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<td>B14</td>
<td>Slater Road/Nooksack River/Bridge No. 512</td>
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<tr>
<td>B15</td>
<td>Martin Road/Anderson Creek/Bridge No. 250</td>
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<tr>
<td>B16</td>
<td>Loomis Trail Rd/Bertrand Cr. Trib Bridge No. 497</td>
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### Ferry Capital Construction

<table>
<thead>
<tr>
<th>Code</th>
<th>Project Description</th>
<th>B1</th>
<th>B2</th>
<th>B3</th>
<th>B4</th>
<th>B5</th>
<th>B6</th>
<th>B7</th>
<th>B8</th>
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<tbody>
<tr>
<td>F1</td>
<td>Refurbish/Upgrade of the Whatcom Chief</td>
<td></td>
<td></td>
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<tr>
<td>F2</td>
<td>Ferry Terminal Electrical and Painting Project</td>
<td>1,200</td>
<td>0</td>
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<td>50</td>
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<tr>
<td>F3</td>
<td>Lummi Dolphin and Breakwater Replacement</td>
<td>75</td>
<td>60</td>
<td>15</td>
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<tr>
<td>F4</td>
<td>Replacement of Whatcom Chief</td>
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### Yearly Capital Construction

<table>
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<th>Code</th>
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<th>Y2</th>
<th>Y3</th>
<th>Y4</th>
<th>Y5</th>
<th>Y6</th>
<th>Y7</th>
<th>Y8</th>
<th>Total</th>
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<tr>
<td></td>
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<td>1,800</td>
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<td>31,680</td>
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<td>Y2</td>
<td>Right of Way Acquisition</td>
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<td>50</td>
<td>20</td>
<td>20</td>
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<td>2,380</td>
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<tr>
<td>Y3</td>
<td>Unanticipated Site Improvements</td>
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<td>300</td>
<td>21,000</td>
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<td>Y4</td>
<td>Stormwater Quality Improvements</td>
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<td>100</td>
<td>50</td>
<td>50</td>
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<td>50</td>
<td>3,490</td>
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<td>Y5</td>
<td>Non-motorized Transportation Improvements</td>
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<td>4,700</td>
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<td>Y6</td>
<td>Fish Passage Project</td>
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<td>10</td>
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<td>2,420</td>
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<tr>
<td>Y7</td>
<td>Railroad Crossing Improvements</td>
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<td>20</td>
<td>20</td>
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<td>1,320</td>
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<tr>
<td>Y8</td>
<td>Neighborhood Traffic Calming</td>
<td>300</td>
<td>0</td>
<td>300</td>
<td>50</td>
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<td>50</td>
<td>50</td>
<td>50</td>
<td>1,500</td>
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</table>

Total: 31,680 3,350 28,330 15,935 10,275 1,460 2,145 880 990
Birch Bay Drive and Pedestrian Facility
CRP #907001

Construction Funding Year(s): 2017 / 2018 / 2019

Project Narrative:
This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety and to protect the roadway from storm damage. In addition, the project will provide mitigation for both beach erosion and roadway protection. This project is listed #R1 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
Phase I of the Feasibility Study was completed in 2006. Phase 2A (Preliminary Construction Cost Estimate) was completed in 2007, and updated in spring of 2013. Preliminary Engineering began in late 2013, RW acquisition began in 2016 and construction is planned for 2017 / 2018 / 2019. Additional funding sources will be pursued as they become available.

Total Estimated Project Cost: $11,450,000
Expenditures to Date: $1,850,000

<table>
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<tr>
<th>Funding Sources</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$3,170,000 (STP and TAP)</td>
</tr>
<tr>
<td>State</td>
<td>$0</td>
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<tr>
<td>Local</td>
<td>$8,280,000</td>
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</table>

Environmental Permitting
Whatcom County-Shorelines; WDFW-HPA, Army Corps of Engineers, DOE; Sec 404 Clean Water Act

Right-of-Way Acquisition (Estimate) $300,000
County Forces (Estimate) N/A
Birch Bay Drive, Embankment Repair
CRP # 914014

Construction Funding Year(s): 2017

Project Narrative:
This project is an embankment repair near Lora Lane in Section 30-31 of T40N, R1E. This project is listed #R2 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status: Preliminary engineering and permitting completed. Construction scheduled for 2017 pending obtaining final easements.

Total Estimated Project Cost: $227,500
Expenditures to Date: $7,500

Funding Sources:
Federal $0
State $0
Local $227,500

Environmental Permitting: HPA, SEPA, County Shorelines, ACOE
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): $200,000

[Map of Birch Bay Drive showing project area]
Lake Whatcom Boulevard, Phase II  
Water Quality Improvements  
CRP # 915009

Construction Funding Year(s): 2019

Project Narrative:  
This project is located approximately 1 mile east of Bellingham, in Sections 35 and 36, T38N, R3E. The work will involve drainage improvements and pedestrian improvements to a 1.3 mile section of Lk Whatcom Blvd between Cable Street and Strawberry Point, addressing stormwater quality issues. This project is listed #R3 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:  
Survey work with associated base map and R/W research began in 2015. Preliminary design will be initiated to evaluate R/W needs, permit requirements and overall project costs. Construction time frame will be contingent on addressing funding needs along with resolution of permitting and R/W issues.

| Total Estimated Project Cost: | $ TBD |
| Expenditures to Date: | $ 55,000 |

| Funding Sources: |
| Federal | $0 |
| State | $0 |
| Local | $100,000 (Grant funding will be sought) |

Environmental Permitting: SEPA, CLR/CAO, Shorelines  
Right-of-Way Acquisition (Estimate): TBD  
County Forces (Estimate): $10,000
Horton Road
Northwest Drive to Aldrich Road
CRP # 916002

Construction Funding Year(s): TBD

Project Narrative:
This new roadway project is located between Northwest Drive and Aldrich Road in Section 2 of T38N, R2E. The work involves a ½ mile of new roadway alignment, along with all the associated permitting, storm water and R/W issues. This project is listed #R4 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
Design, right-of-way, and permitting to begin in 2017 with Surface Transportation Program (STP) Grants. Construction schedule dependent upon funding agreements with City of Bellingham and other sources.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>TBD</th>
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<tbody>
<tr>
<td>Expenditures to Date:</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

| Funding Sources:             |
|------------------------------|------|
| Federal                      | $990,000 (STP) |
| State                        | $0 |
| Local                        | $250,000 |

Environmental Permitting: ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): N/A
Whatcom County Public Works
Project Narrative

Slater Road and Northwest Drive
CRP # 914001

Construction Funding Year(s):
TBD

Project Narrative:
The intersection of Slater and Northwest Roads is in Section 2 of T38N, R2E. The intersection will be reconstructed to a 4-leg round-a-bout. Fish passage improvements will also be constructed on Bear Creek which passes underneath Slater Road at this location. This project is listed #R5 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
$21,000,000 in state funding available for this project and project #R7, Slater Road, I5 Interchange, in 7/2019. Design and permitting expected to take 3-4 years with construction in 2022 or 2023.

Total Estimated Project Cost: $21,000,000*
*Includes Project #6 and #7
Expenditures to Date: $0

Funding Sources:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Federal</td>
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</tr>
<tr>
<td>State</td>
<td>$21,000,000 (7/2019 for Projects #6 and #7)</td>
</tr>
<tr>
<td>Local</td>
<td>$5,000</td>
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Environmental Permitting: ECS, BA, SEPA, CLR/CAO, Corps of Engrs

Right-of-Way Acquisition (Estimate): TBD

County Forces (Estimate): N/A
Slater Road
I-5 Interchange
CRP # 916003

Construction Funding Year(s): TBD

Project Narrative:
This project is located north of Bellingham in Section 3, T38N, R2E. This project will improve the interchange/intersection of Interstate 5 and Slater Road. This includes the intersection of Slater Road with Rural Road and Pacific Highway. This project is listed #R6 on the 2017-2022 Six Year Transportation Improvement Program.

Project Status: $21,000,000 available for this project and project #R6, Slater and Northwest, in 7/2019. Design and permitting expected to take 3-4 years with construction in 2022 or 2023.

Total Estimated Project Cost: $21,000,000*
*Includes Project #6 and #7
Expenditures to Date: $0

Funding Sources:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Federal</td>
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<tr>
<td>State</td>
<td>$21,000,000 (7/2019 for Projects #6 and #7)</td>
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<tr>
<td>Local</td>
<td>$50,000</td>
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</table>

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Slater Road
Northwest Drive to Aldrich
CRP # 914012

Construction Funding Year(s):  TBD

Project Narrative:
This new roadway project is located in Sections 1 and 2 of T38N, R2E. The work involves the construction of a new roadway between Northwest Drive and Aldrich Drive as well as construction of a round-a-bout at the new intersection of Northwest Drive and Aldrich Road. This project is listed #R7 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting, right-of-way and construction dependent upon funding agreements with the City of Bellingham and other sources.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:  TBD</th>
<th>Funding Sources:</th>
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<tbody>
<tr>
<td>Expenditures to Date: 0</td>
<td>Federal $0</td>
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<tr>
<td></td>
<td>State $0</td>
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<td></td>
<td>Local $5,000</td>
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Environmental Permitting  ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate)  TBD
County Forces (Estimate)  N/A
Smith Road & Northwest Drive

CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
This project is located in Section 27 & 34 of T39N, R2E. The work involves intersection improvements that will likely be a roundabout or traffic signal at the current 4-way stop. This project will also require drainage upgrades and R/W acquisition, and is dependent on the NW Annex building being demolished at a future date. This project is listed #R8 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status: The project is currently being scoped.

| Total Estimated Project Cost: | TBD |
| Expenditures to Date:        | $0  |

Funding Sources:

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<tbody>
<tr>
<td>Federal</td>
<td>$TBD</td>
</tr>
<tr>
<td>State</td>
<td>$TBD</td>
</tr>
<tr>
<td>Local</td>
<td>$5,000 (Grant funds to be sought)</td>
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</table>

Environmental Permitting | TBD
Right-of-Way Acquisition (Estimate) | TBD
County Forces (Estimate) | TBD
Roadway Frost Depth Detectors  
CRP # 913014

<table>
<thead>
<tr>
<th>Construction Funding Year(s):</th>
<th>2018</th>
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<tbody>
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<td><strong>Project Narrative:</strong></td>
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<tr>
<td>This item provides funding to address replacement of the County's aging network of roadway frost depth detectors. These detectors are critical for implementing appropriate roadway restrictions to prevent structural damage following periods of deep frost. It is listed #R9 on the 2017-2022 Six Year Transportation Improvement Program.</td>
<td></td>
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| **Project Status:**          |      |

| **Total Estimated Project Cost:** | $250,000 |
| **Expenditures to Date:**         | $0 |

<table>
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<th><strong>Funding Sources:</strong></th>
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<tbody>
<tr>
<td>Federal</td>
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<tr>
<td>State</td>
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<tr>
<td>Local $250,000 (STIP 2015-2016)</td>
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<table>
<thead>
<tr>
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<tr>
<td><strong>Right-of-Way Acquisition (Estimate)</strong></td>
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<tr>
<td><strong>County Forces (Estimate)</strong></td>
<td>TBD</td>
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</table>

Due to the nature of this item, no map exists. Location of the new roadway frost depth detectors will be determined in 2016.
Bennett Drive, Marine Dr. to West Bakerview Rd.
CRP # 916005

Construction Funding Year(s): 2017

Project Narrative: This road project is located in Sections 14 & 23, T38N, R2E. This project will consist of resurfacing Bennett Drive from Marine Drive to West Bakerview Road. Additionally, all curb ramps will be upgraded to current ADA (Americans with Disabilities Act) standards, signalized crosswalks will be evaluated at safe routes to school, and the roadway will be re-channelized to create bike lanes in both directions. This project is listed as #R10 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status: Design and R/W will begin in 2016. Outreach and coordination with City of Bellingham and Bicycle Pedestrian Advisory Committee in 2016.

Total Estimated Project Cost: TBD
Expenditures to Date: $50,000

<table>
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<tr>
<td>State</td>
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<tr>
<td>Local</td>
<td>$80,000</td>
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Environmental Permitting N/A
Right-of-Way Acquisition (Estimate) TBD
County Forces (Estimate) N/A
Marine Drive
McAlpine Road to Alderwood Avenue
Reconstruction and Bike/Ped Facilities
CRP # Not Assigned

Construction Funding Year(s):
TBD

Project Narrative:
This Marine Drive project is located between McAlpine Road and Alderwood Avenue in Section 15 of T38N, R2E. The work involves reconstruction of approximately ½ mile of roadway with emphasis on bike/pedestrian enhancements. This project is listed #R11 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting, R/W and construction time frames would be contingent on availability of additional grant monies to fund the project.

| Total Estimated Project Cost: | $2,550,000 |
| Expenditures to Date: | $0 |

Funding Sources:
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<td>State</td>
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<tr>
<td>Local</td>
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Environmental Permitting
ECS, BA, SEPA, CLR/CAO, Corps of Engrs

Right-of-Way Acquisition (Estimate)
TBD

County Forces (Estimate)
N/A
Lummi View Drive Bank Stabilization
CRP # 908001

Construction Funding Year(s): TBD

Project Narrative:
This project is located in Section 2, T37N, R1E. This project will consist of repair and stabilization of a ocean bluff failure that threatens a section of Lummi View Drive. This project is listed #R12 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status: Survey and preliminary cost scoping to be performed in 2016.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>$ TBD</th>
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</thead>
<tbody>
<tr>
<td>Expenditures to Date:</td>
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<table>
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<tr>
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<tbody>
<tr>
<td>Federal</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Local</td>
</tr>
</tbody>
</table>

Environmental Permitting: SEPA, CLR/CAO
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
North Shore Road  
Bellingham City Limits to Y Road  
CRP # 902007

**Construction Funding Year(s):** TBD

**Project Narrative:**
This project is located in Sections 25 and 26, T38N, R3E. The work will involve improvements to a 2.87 mile section of the North Shore Road from the Bellingham City Limits to ‘Y’ Road, including: various improvements to address horizontal and vertical alignment deficiencies; spot safety upgrades, and stormwater quality treatment. This project is listed #R13 on the 2017-2022 Six-Year Transportation Improvement Program.

**Project Status:**
Preliminary design and construction time frames will be contingent on resolution of funding needs, along with permitting and R/W issues associated with the final selected sites.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost</th>
<th>TBD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures to Date</td>
<td>$0</td>
</tr>
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</table>

**Funding Sources:**

- **Federal** $0
- **State** $0
- **Local** $10,000 (Grant funding will be sought)

<table>
<thead>
<tr>
<th>Environmental Permitting</th>
<th>SEPA, CLR/CAO, Shorelines</th>
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</thead>
<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>TBD</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
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</tr>
</tbody>
</table>
Lummi Nation Transportation Projects
CRP #912017

Construction Funding Year(s): 2017

Project Narrative:
The Lummi Nation Transportation Projects is located in Section 2, T37N, R1E and Section 34, T38N, R1E. This work, in fulfillment of the ferry lease obligation, involves the construction of transportation improvement projects in accordance with Exhibit C of the October 27, 2011 Uplands Lease Agreement for Lummi Island Ferry Use at Gooseberry Point. This project is listed #R14 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
Projects funds will be available for expenditure when funds of equal or greater value are matched by the Lummi Nation.

| Total Estimated Project Cost: | $4,000,000 |
| Expenditures to Date: | $0 |

| Funding Sources: |  |
| Federal | $0 |
| State | $0 |
| Local | $2,000,000 |

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

Due to the nature of this item, no map exists. Location of the new transportation projects will be determined in 2017.
Point Roberts Transportation Improvements
CRP # 910002

Construction Funding Year(s): 2017

Project Narrative:
Point Roberts is located in T40N and T41N, R3W. The proposed improvements would be specific to area needs and the development of projects to be funded by the Pt. Roberts Transportation Benefit District. This project is listed #R15 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
Public Works has assigned staff working with the Point Roberts Transportation Benefit District Advisory Committee to coordinate project evaluation, selection, and development.

Total Estimated Project Cost: $150,000 (2017)
Expenditures to Date: $4,000

Funding Sources:
Federal $0
State $0
Local $868,000 (current Transportation Benefit District funds balance)

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD

Point Roberts
R15
T3 W
Roosevelt Rd.
7 41 N
T 40 N
Rex Rd.
Marine Dr.
Gulf Rd.
Airstrip
Marina
U.S. Lighthouse Reserve
Maple Beach
Johnson Rd.
Benson Rd.
A.P.A. Rd.
Boundary Bay Rd.
Lily Pt.

430
Slater Road/Haxton Way
CRP # Not Assigned

Construction Funding Year(s): 2017

Project Narrative: This project is located on Slater Road in Section 36, T39N, R1E. The project is to improve the intersection, thru location of a dedicated left hand turn signal, pavement, drainage, signing, and striping improvements. This project is listed #R16 on the 2017-2022 Six Year Transportation Improvement Program.

Project Status:

<table>
<thead>
<tr>
<th>Total Estimated Project Cost: $ TBD</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Expenditures to Date: $ 0</td>
<td>Federal</td>
</tr>
<tr>
<td></td>
<td>State</td>
</tr>
<tr>
<td></td>
<td>Local $50,000</td>
</tr>
</tbody>
</table>

Environmental Permitting | Right-of-Way Acquisition (Estimate) | County Forces (Estimate)
-------------------------|-----------------------------------|-------------------
HPA, SEPA, Sec 404, NEPA | $ TBD                             | TBD               |
East Smith Road
Everson-Goshen Road to SR 542
CRP # 916006

Construction Funding Year(s): TBD

Project Narrative:
This East Smith Road project is located between Everson-Goshen Road and State Route 542 in Section 25 of T39N, R3E and Sections 28, 29, 30 T39N, R4E. The work will involve the pavement rehabilitation of approximately 3.25 miles of roadway. This project is listed #R17 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting and construction to be completed in 2017. Rural Arterial Pavement Preservation (RAPP) grant funds will be sought.

Total Estimated Project Cost: $1,400,000
Expenditures to Date: $0

Funding Sources:
<p>| | |</p>
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<tbody>
<tr>
<td>Federal</td>
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<tr>
<td>State</td>
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<td>Local</td>
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</table>

Environmental Permitting
SEPA, ESA

Right-of-Way Acquisition (Estimate)
N/A

County Forces (Estimate)
N/A
Whatcom County Public Works
Project Narrative

East Smith Road & Hannegan Road
CRP # 914002

Construction Funding Year(s): TBD

Project Narrative:
The intersection of East Smith and Hannegan Roads is located in Sections 28, 29, 32 and 33, T39N, R3E. This project is listed #R18 on the 2017-2022 Six-Year Transportation Improvement Program. This intersection currently experiences delays due to the lack of left-turn channelization on Smith Road. The first phase of this project is to analyze a range of solutions as well as their associated benefits, limitations, and costs.

Project Status:

Total Estimated Project Cost: $ TBD
Expenditures to Date: $14,000

Funding Sources:

<table>
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<tr>
<th>Source</th>
<th>Amount</th>
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<tbody>
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<td>State</td>
<td>$</td>
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<td>Local</td>
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</table>

Environmental Permitting: SEPA, ESA
Right-of-Way Acquisition (Estimate): N/A
County Forces (Estimate): N/A
Whatcom County Public Works
Project Narrative

**Birch Bay Drive – Jackson Rd. to Shintaffer Rd.**
**CRP #Not Assigned**

**Construction Funding Year(s):** 2020

**Project Narrative:**
This project is located in Sections 24, 30, and 31 of T40N, R1E. The work involves pavement rehabilitation of approximately 2.5 miles of roadway through a grind/repave operation. This project is listed #R19 on the 2017-2022 Six-Year Transportation Improvement Program.

**Project Status:**
Project design and construction will closely follow the Birch Bay Drive & Pedestrian Facility project to rehabilitate Birch Bay Drive after the soft shore berm construction activities. Additional funding sources will be pursued as they become available.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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<tbody>
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<td>Federal</td>
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<tr>
<th>Environmental Permitting:</th>
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<tr>
<td>SEPA, CLR/CAO, Shorelines</td>
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<table>
<thead>
<tr>
<th>Right-of-Way Acquisition (Estimate):</th>
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<table>
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<tr>
<th>County Forces (Estimate):</th>
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<tbody>
<tr>
<td>TBD</td>
</tr>
</tbody>
</table>
North Enterprise Road
Harksell Road to Birch Bay Lynden Road
CRP # 915011

Construction Funding Year(s): TBD

Project Narrative:
This North Enterprise Road project is located between Ferndale City Limits to Harksell Road in Sections 5 & 8 of T39N, R2E. The work involves the pavement rehabilitation of approximately 2 miles of roadway. This project is listed #R20 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
Design & construction will be pursued when additional funding sources become available. Rural Arterial Pavement Preservation (RAPP) funds will be sought.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost: $1,000,000</th>
<th>Funding Sources:</th>
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</thead>
<tbody>
<tr>
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<td>Federal $0</td>
</tr>
<tr>
<td></td>
<td>State $0</td>
</tr>
<tr>
<td></td>
<td>Local $5,000</td>
</tr>
</tbody>
</table>

Environmental Permitting ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate) N/A
County Forces (Estimate) N/A
West Badger Road
Sunrise Road to Markworth Road
CRP # Not Assigned

Construction Funding Year(s): TBD

**Project Narrative:**
This West Badger Road project is located between Sunrise Road and Markworth Road in Sections 8 and 9 of T40N, R2E. The work involves reconstruction of approximately 2 miles of roadway, including realignment, widening, safety upgrades and water quality / quantity treatment. This project is listed **#R21** on the 2017-2022 Six-Year Transportation Improvement Program.

**Project Status:**
Design, permitting and R/W could begin in 2018; however, the degree of project activity would be contingent on resolution of funding needs. Rural Arterial Pavement Preservation (RAPP) funds will be sought.

<table>
<thead>
<tr>
<th><strong>Total Estimated Project Cost:</strong></th>
<th><strong>Funding Sources:</strong></th>
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</thead>
<tbody>
<tr>
<td>$TBD</td>
<td>Federal: $0</td>
</tr>
<tr>
<td>Expenditures to Date:</td>
<td>State: $0</td>
</tr>
<tr>
<td></td>
<td>Local: $5,000</td>
</tr>
</tbody>
</table>

| **Environmental Permitting**     | ECS, BA, SEPA, CLR/CAO, Corps of Engrs |
| **Right-of-Way Acquisition (Estimate)** | TBD                                      |
| **County Forces (Estimate)**     | N/A                                      |

![Map of West Badger Road Project Area]

436
Portal Way
Birch Bay Lynden Road to Faris Road
CRP # Not Assigned

Construction Funding Year(s):
TBD

Project Narrative:
This Portal Way project is located between Birch Bay Lynden Road and Faris Road in Sections 27, 35, and 36 of T40N, R1E. The work involves pavement rehabilitation of 2.85 miles of roadway. This project is listed #R22 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting and construction would be contingent on the resolution of additional funding needs. Rural Arterial Pavement Preservation (RAPP) grand funds will be sought.

Total Estimated Project Cost: TBD
Expenditures to Date: $0

Funding Sources:
- Federal: $0
- State: $0
- Local: $5,000

Environmental Permitting
ECS, BA, SEPA, CLR/CAO, Corps of Engrs

Right-of-Way Acquisition (Estimate)
N/A

County Forces (Estimate)
N/A
**Turkington Road/Jones Creek**  
CRP # 915013

**Construction Funding Year(s):**  
TBD

**Project Narrative:**  
This project is located in Sections 7, T37N, R5E. This work involves completing design of road and bridge modifications in this area in coordination with a debris flow berm project being developed by the River and Flood Division. The project is listed #R23 on the 2017-2022 Six-Year Transportation Improvement Program.

**Project Status:**  
Alternate analysis work is underway by the River & Flood Division.

**Total Estimated Project Cost:** $ TBD  
**Expenditures to Date:** $0

**Funding Sources:**
- Federal: $0
- State: $0
- Local: $500,000

**Environmental Permitting**  
BA, HPA, SEPA, Corps of Engrs, CLR/CAO, Shorelines, DNR

**Right-of-Way Acquisition (Estimate):** $50,000

**County Forces (Estimate):** N/A
Lincoln Road II
Harborview Road to SR 548 (Blaine Road)
Reconstruction and New Alignment
CRP # 908011

Construction Funding Year(s): TBD

Project Narrative:
This Lincoln Road project, from Harborview Road to SR 548 (Blaine Rd), is located in Sections 18 and 19 of T40N, R1E. The work involves improvements to a 1 mile section that includes road reconstruction, new roadway alignment, safety upgrades, and storm water quality and quantity treatment. This project is listed #R24 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting, R/W and construction time frames would be contingent on availability of addition grant monies to fund the project, as well as resolution of some key acquisition, WSDOT access and wetland mitigation issues.

Total Estimated Project Cost: $ TBD
Expenditures to Date: $0

Funding Sources:

<table>
<thead>
<tr>
<th></th>
<th>Federal</th>
<th>State</th>
<th>Local</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

Environmental Permitting
ECS, BA, SEPA, CLR/CAO, Corps of Engrs

Right-of-Way Acquisition (Estimate) TBD
County Forces (Estimate) N/A
Marine Drive II
Alderwood Avenue to Bridge No. 172
Reconstruction and Bike/Ped Facilities
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
This Marine Drive project is located between Alderwood Avenue and Bridge No. 172 in Sections 15 of T38N, R2E. The work involves reconstruction of approximately ½ mile of roadway with emphasis on bike/pedestrian enhancements. This project is listed #R25 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting, R/W and construction time frames would be contingent on availability of addition grant monies to fund the project.

Total Estimated Project Cost: TBD
Expenditures to Date: $0

Funding Sources:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$0</td>
</tr>
<tr>
<td>State</td>
<td>$0</td>
</tr>
<tr>
<td>Local</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

Environmental Permitting
ECS, BA, SEPA, CLR/CAO, Corps of Engrs

Right-of-Way Acquisition (Estimate)
TBD

County Forces (Estimate)
N/A
Hemmi Road Flood Mitigation
CRP # 916007

Construction Funding Year(s): TBD

Project Narrative:
This Hemmi Road Flood Mitigation project is located on Hemmi Road approximately a half mile east of Hannegan Road, located in Section 16 and 21 of T39N, R3E. Hemmi Road is submerged several months of the year at this location. This project is listed #R26 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status: Preliminary engineering and alternatives analysis work began in 2016 and is expected to be completed in early 2017.

Total Estimated Project Cost: TBD
Expenditures to Date: $70,000

Funding Sources:
Federal
State
Local $150,000

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Innis Creek Road
CRP # 915014

Construction Funding Year(s): TBD

Project Narrative:
This project is located northeast of Wickersham in Section 29, T37N, R5E. The work involves raising a quarter mile section of Innis Creek Road to mitigate flooding issues. This project is listed #R27 on the 2017-2022 Six Year Transportation Improvement Program.

Project Status:
Preliminary design and permitting work is underway with alternatives and associated costs to be developed in 2017.

Total Estimated Project Cost: TBD
Expenditures to Date: $45,000

Funding Sources:
- Federal: $0
- State: $0
- Local: $30,000

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Larrabee Road Flood Prevention
CRP # 914003

Construction Funding Year(s): TBD

Project Narrative:
This project is located near the Bellingham city limits in Section 11, T38N, R2E. This is a project to provide fish passage, restore habitat, and reduce chronic flooding along a tributary to Bear Creek. This project is listed R28 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
Project site is monitored routinely. Project scoping and design scheduled to begin in 2016 pending results of the ongoing monitoring program.

| Total Estimated Project Cost: | TBD |
| Expenditures to Date: | $0 |

Funding Sources:
- Federal:
- State:
- Local: $5,000

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Lakeway Drive Corridor
Preliminary Engineering Study
CRP # Not Assigned

Construction Funding Year(s): 2019

Project Narrative:
This project is located in Section 34, T38N, R3E. This project proposes to rechannelize 1.4 miles of Lakeway Drive to create a center left turn, ADA upgrades and bus pull-outs. This project is listed #R29 on the 2017-2022 Six-Year Transportation Improvement Program.


<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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<tbody>
<tr>
<td>Expenditures to Date:</td>
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</table>

<table>
<thead>
<tr>
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<tr>
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<tr>
<td>State</td>
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<tr>
<td>Local</td>
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<table>
<thead>
<tr>
<th>Environmental Permitting</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>TBD</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

[Map of Lakeway Drive Corridor]
Yacht Club Rd RR Quiet Zone
CRP # 915008

Construction Funding Year(s): 2017 / 2018

Project Narrative:
This project is located in Section 30, T37N, R3E. This project proposes to upgrade the BNSF crossing to "Quiet Zone" standards. This project is listed #R30 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status: Federal Application is submitted to the Federal Railroad Administration for approval; construction date pending approval and funding source.

Total Estimated Project Cost: $50,000 (LID)
Expenditures to Date: $5,000

Funding Sources:
- Federal
- State
- Local $5,000

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): $50,000 – funded by local improvement district (LID)
Airport Drive Subsurface Repair
CRP # Not Assigned

Construction Funding Year(s): 2017

Project Narrative:
This project is located in Section 14, T38N, R2E. This project proposes to repair a subsurface issue on Airport Drive just west of Canterbury Lane. This project is listed #R31 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status: Design, permitting and construction to be completed in 2017.

Total Estimated Project Cost: $300,000
Expenditures to Date: $0

<table>
<thead>
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<tbody>
<tr>
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<td></td>
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<tr>
<td>Local</td>
<td>$300,000</td>
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</table>

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Ferndale Road/Levee Improvements
CRP # Not Assigned

Construction Funding Year(s): 2023 - 2024

Project Narrative:
This project is located in Sections 30 and 31, T39N, R2E. This project includes reconstruction of 1.2 miles of levee with the Ferndale Levee and Ferndale Treatment Plant Levee segments. The new levee will be set back slightly to Ferndale Road with the roadway serving as the crest of the levee. This project is listed #R32 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status: Due to the high cost, outside funding will be sought. The WCFCZD will pursue funding through the Floodplains by Design grant program administered by the DOE.

<table>
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<th>Total Estimated Project Cost:</th>
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<td>State</td>
<td>$</td>
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<tr>
<td>Local</td>
<td>$75,000</td>
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</tbody>
</table>

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): $
Abbott Road/Levee Improvements
CRP # Not Assigned

Construction Funding Year(s): 2024

Project Narrative:
This project is located in Section 27, T40N, R3E. This project proposes to extend the upstream end of the Abbott Levee and realigned it to run under Abbott Road. This project is listed #R33 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status: The funding sources will likely include the County Road fund, the WCFCZD and the LE Subzone.

| Total Estimated Project Cost: | $800,000 |
| Expenditures to Date:         | $0       |

<table>
<thead>
<tr>
<th>Funding Sources:</th>
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<tbody>
<tr>
<td>Federal</td>
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<td>Local</td>
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</table>

| Environmental Permitting     | TBD      |
| Right-of-Way Acquisition (Estimate) | TBD      |
| County Forces (Estimate)     | $        |
Potter Road
South Fork Bridge No. 148 Replacement
CRP #998027

Construction Funding Year(s): 2017

Project Narrative:
This bridge replacement project is located in Sections 17 & 18, T38N, R5E. The existing single-lane bridge (14.5' wide & 243' in length) is Structurally Deficient and Functionally Obsolete. The replacement structure is a 360' two-span, pre-stressed and post-tensioned concrete girder bridge. Access will be maintained throughout construction as this is the only public access to the residential, agricultural and tribal community west of the river. The project is listed #B1 on the 2017-2022 Six-Year Transportation Improvement Program, and has a project-based budget.

Project Status:
Construction began in May 2014, and is approximately 90% complete. It is expected that construction will be completed in Fall 2016, with plant establishment and environment mitigation fully complete in early 2017.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost: $9,600,000</th>
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<tbody>
<tr>
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<td>Federal $7,074,000 BRAC</td>
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<tr>
<td></td>
<td>State $0</td>
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<td></td>
<td>Local (includes potential $1 million contribution from BIA) $1,814,000</td>
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</tbody>
</table>

Environmental Permitting
BA, HPA, SEPA, Corps of Engrs, CLR/CAO, Shorelines, DNR

Right-of-Way Acquisition (Estimate) Complete

County Forces (Estimate) N/A
Slater Road/Jordan Creek Bridge
CRP # 915007

Construction Funding Year(s): 2017

Project Narrative: This project is located on Slater Road in Section 34, T39N, R1E. This project will replace an existing deteriorated, fish impassable arch culvert conveying Jordan Creek beneath Slater Road with a new bridge. The project is listed B2 on the 2017-2022 Six Year Transportation Improvement Program.

Project Status: Preliminary engineering work and alternatives analysis of culvert replacement options completed 2015. Recommended alternative of a full span bridge replacement approved by council in early 2015 and design and permitting work for new bridge underway with construction expected in 2017. Work on-going to secure outside funding for construction phase of project.

Total Estimated Project Cost: $6,030,000
Expenditures to Date: $480,000

Funding Sources:
- Federal
- State
- Local $6,030,000

Environmental Permitting: HPA, SEPA, Sec 404, NEPA
Right-of-Way Acquisition (Estimate): $50,000
County Forces (Estimate):
Whatcom County Public Works
Project Narrative

Marine Drive / Little Squalicum Creek - Bridge No. 1 Rehabilitation
CRP #910017

Construction Funding Year(s): TBD

Project Narrative:
This project is located near the Bellingham city limits in Section 8, T38N, R2E. This is a rehabilitation project to replace the bridge deck, strengthen the girders and cross beams, and remove the existing load restrictions on the bridge. The project is listed #B3 on the 2017-2022 Six Year Transportation Improvement Program.

Project Status:
The project was submitted for BRAC funding in May 2012. Construction pending acquisition of BRAC funds.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>TBD</th>
</tr>
</thead>
<tbody>
<tr>
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Funding Sources:

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<tr>
<td>Federal</td>
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<tr>
<td>State</td>
<td>$0</td>
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<tr>
<td>Local</td>
<td>$20,000</td>
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</table>

Environmental Permitting: HPA, NEPA

Right-of-Way Acquisition (Estimate): TBD

County Forces (Estimate): TBD
South Pass Road / Saar Creek - Bridge No. 212 Replacement
CRP #911004

Construction Funding Year(s): 2016

Project Narrative:
This project is located southeast of Sumas in Section 17, T40N, R5E. This is a project to replace the existing 31 foot structurally deficient bridge with a 50 foot bridge. This project is listed as #B4 on the 2012-2022 Six Year Transportation Improvement Program.

Project Status:
Design and permitting completed in 2015, construction completed in 2016 and project closeout to be completed in 2017.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost: $1,410,000</th>
<th>Funding Sources:</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Federal $</td>
</tr>
<tr>
<td></td>
<td>State $</td>
</tr>
<tr>
<td></td>
<td>Local $60,000</td>
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</table>

Environmental Permitting          HPA, SEPA, SEC 404, County Shorelines
Right-of-Way Acquisition (Estimate) None Required
County Forces (Estimate)          N/A
Portal Way / Dakota Creek - Bridge No. 500 Seismic Retrofit
CRP #910001

Construction Funding Year(s): 2016

Project Narrative:
This project is located south of Blaine in Section 8, T40N, R1E. This is a seismic retrofit project to mitigate the risk of failure in the event of a seismic event. This project is listed #B5 on the 2017-2022 Six Year Transportation Improvement Program.

Project Status:
Construction completed in November of 2015, mitigation planting work completed in 2016 and project closeout to be completed in 2017.

Total Estimated Project Cost: $4,048,6004
Expenditures to Date: $3,970,000

Funding Sources:
Federal $3,000,000 (BR)
State $0
Local $1,048,604

Environmental Permitting
HPA, SEPA, SEC 404, NEPA, County Shorelines

Right-of-Way Acquisition (Estimate)
None Required

County Forces (Estimate)
None
Jackson Road / Terrell Creek - Bridge No. 81 Replacement
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
This project is located near Birch Bay in Section 31, T40N, R1W. This is a project to replace the existing 62-foot structurally deficient bridge. This project is listed #B6 on the 2017-2022 Six Year Transportation Improvement Program.

Project Status:
Preliminary design and permitting to begin in 2017 with construction time frames to be contingent upon availability of grant funds.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>$ TBD</th>
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<tbody>
<tr>
<td>Expenditures to Date:</td>
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<table>
<thead>
<tr>
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<tr>
<td>Federal</td>
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<td>Local</td>
<td>$50,000</td>
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</table>

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Mosquito Lake Road / Porter Creek - Bridge No. 141 Replacement
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
This project is located south of Welcome in Section 11, T38N, R5E. This is a project to replace the existing 31-foot bridge in order to mitigate ongoing scour and debris issues. This project also affords an opportunity to address geometric issues that arose from the emergency realignment of Mosquito Lake Road in 2004. This project is listed B7 on the 2017-2022 Six Year Transportation Improvement Program.

Project Status:
Preliminary design and permitting to begin in 2019.

Total Estimated Project Cost: TBD
Expenditures to Date: $0

Funding Sources:
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<thead>
<tr>
<th>Source</th>
<th>Cost</th>
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<tr>
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<td>State</td>
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<td>Local</td>
<td>$5,000</td>
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Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
**N. Lake Samish Road Bridge No. 107 Replacement Study**

**CRP # 913006**

**Construction Funding Year(s):** TBD

**Project Narrative:**
This project is located on Lake Samish in Section 27, T37N, R3E. This project will perform an engineering analysis on replacement options for this existing 250-foot timber bridge. This project is listed #B8 on the 2017-2022 Six-Year Transportation Improvement Program.

**Project Status:**
Preliminary engineering work began in 2016 with completion of a type, size and location report expected in early 2017 to aid in determining the bridge replacement type. Anticipate applying for BRAC funds for final design and construction phase in 2017.

<table>
<thead>
<tr>
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**Funding Sources:**

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<td>State</td>
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<td>Local</td>
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**Environmental Permitting**

TBD

**Right-of-Way Acquisition**

TBD

**County Forces**

TBD
Hannegan Road Bridge No. 236 Replacement  
CRP #913007

**Construction Funding Year(s):**  TBD

**Project Narrative:**  
This project is located on Hannegan Road between Central and Ten Mile Roads in Section 16, T39N, R3E. This is a project to replace the last 31-foot channel beam bridge on the Hannegan Road. This old design is not suited for the volume of truck traffic present on the Hannegan Road. This project is listed #B9 on the 2017-2022 Six Year Transportation Improvement Program.

**Project Status:**  
Project design and permitting work expected to be completed in 2017. Rural Surface Transportation Program (STP) Funds have been obtained for the construction of the project.

<table>
<thead>
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<th>Total Estimated Project Cost:</th>
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<tr>
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<td>Local</td>
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<table>
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<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>TBD</td>
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<tr>
<td>County Forces</td>
<td>N/A</td>
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</table>
Roberts Road/Anderson Creek, Bridge No. 249
CRP # 915020

Construction Funding Year(s): 2018

Project Narrative:
This project is located west of Deming in Section 19, T39N, R4E. This is a bridge replacement project. This project is listed #B10 on the 2017-2022 Six Year Transportation Improvement Program.

Project Status:
BRAC Funding secured in 2015. Preliminary design and permitting work underway with construction scheduled in 2018.

Total Estimated Project Cost: $2,000,000
Expenditures to Date: $240,000

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD

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<tr>
<td>Local</td>
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E. Smith Rd.
Mission Rd.
E. Hoffman Rd.
B10
Goshen Rd.
Goshen
CEDARVILLE
Osborn Rd.
Purcell Rd.
Lawrence Rd.
SR 9
Halley Rd.
E. Hoff Rd.
Osgood Rd.
Massey Road/Sumas River, Bridge No. 291
CRP # 915016

Construction Funding Year(s): 2017

Project Narrative:
This project is located east of Everson in Section 5, T39N, R4E. This is a project to replace the deck on this structurally deficient bridge. This project is listed #B11 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status: Preliminary design and permitting is underway with construction scheduled in 2017.

| Total Estimated Project Cost: | $235,000 |
| Expenditures to Date:         | $25,000  |

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<tbody>
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<td>Federal</td>
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<tr>
<td>State</td>
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<tr>
<td>Local</td>
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Environmental Permitting
HPA, SEPA, Shorelines

Right-of-Way Acquisition
N/A

County Forces (Estimate)
$200,000
W. Badger Road/Bertrand Creek Bridge No. 50
CRP # 915024

Construction Funding Year(s): TBD

Project Narrative:
This project is located west of Lynden in Section 12 & 14, T40N, R2E. This is to replace this structurally deficient bridge. This project is listed #B12 on the 2017-2022 Six Year Transportation Improvement Program.

Project Status: BRAC funding obtained in 2015. Preliminary engineering work started in 2016 and will be on-going in 2017.

Total Estimated Project Cost: TBD
Expenditures to Date: $205,000

Funding Sources:

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Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Goshen Road/Anderson Creek Bridge No. 248
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
This project is located south of Everson/Goshen in Section 19, T39N, R4E. This is a bridge rehabilitation and sedimentation control project. This project is listed #B13 on the 2017-2022 Six Year Transportation Improvement Program.

Project Status: Preliminary design and permitting to begin in 2018.

<table>
<thead>
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<th>Total Estimated Project Cost:</th>
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</thead>
<tbody>
<tr>
<td>Expenditures to Date:</td>
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<thead>
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<tbody>
<tr>
<td>Federal</td>
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<tr>
<td>State</td>
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<td>Local</td>
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<table>
<thead>
<tr>
<th>Environmental Permitting</th>
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<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>TBD</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
<td>TBD</td>
</tr>
</tbody>
</table>
Slater Road / Nooksack River Bridge No. 512 Overheight Detection
CRP #914013

Construction Funding Year(s): TBD

Project Narrative:
This project is located on Slater Road at the Nooksack River in Section 6, T38N, R2E. This is an overheight detection/warning system project. The project is listed #B14 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
Preliminary design work to begin in 2017.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Expenditures to Date:</td>
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<table>
<thead>
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<tbody>
<tr>
<td>Federal</td>
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<tr>
<td>State</td>
<td>$0</td>
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<td>Local</td>
<td>$30,000</td>
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</table>

Environmental Permitting: TBD
Right-of-Way Acquisition ( Estimate): TBD
County Forces (Estimate): N/A
Martin Road/Anderson Creek Bridge No. 250
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative: Project:
This project is located on Martin Road in Section 18 & 19, T39N, R4E. This is a project to replace the existing 31-foot structurally deficient bridge. This project is listed #B15 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
Preliminary design and permitting to begin in 2021.

Total Estimated Project Cost: TBD
Expenditures to Date: $0

Funding Sources:
Federal
State
Local $5,000

Environmental Permitting TBD
Right-of-Way Acquisition (Estimate) TBD
County Forces (Estimate) TBD
Loomis Trail Rd/Bertrand Cr. Trib. Bridge No. 497
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
This project is located on Loomis Trail Road in Section 15 & 22, T40N, R2E. This project is to replace the existing 21-foot structurally deficient bridge. This project is listed #B16 on the 2017-2022 Six-Year Transportation Improvement Program.

Project Status:
Preliminary design and permitting to begin in 2022.

Total Estimated Project Cost: TBD
Expenditures to Date: $0

Funding Sources:
<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td></td>
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<tr>
<td>State</td>
<td></td>
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<tr>
<td>Local</td>
<td>$5,000</td>
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</tbody>
</table>

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Refurbish / Upgrade of the Whatcom Chief
CRP #910012

Construction Funding Year(s): TBD

Project Narrative:
This project involves the upgrade and preservation of the current ferry to Lummi Island, M/V Whatcom Chief. The project definition will address safety, accessibility and reliability concerns associated with the approximately 50 year old ferry. This project is listed #F1 on the 2017-2022 Six Year Transportation Improvement Program.

Project Status:
Opportunities for project funding will be reviewed as they become available.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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</thead>
<tbody>
<tr>
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<tbody>
<tr>
<td>Federal</td>
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<tr>
<td>State</td>
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<table>
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<th>Funding Sources:</th>
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<tbody>
<tr>
<td>Federal</td>
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<tr>
<td>State</td>
<td>$0</td>
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<tr>
<td>Local</td>
<td>$5,000</td>
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</tbody>
</table>

Environmental Permitting: None Required
Right-of-Way Acquisition (Estimate): None Required
County Forces (Estimate): N/A

M/V Whatcom Chief
Ferry Dock Electrical and Painting Project
CRP #916020

Construction Funding Year(s): 2018

Project Narrative:
This project includes electrical improvements and painting of the approach spans and towers at both ferry terminals. This project is listed #F2 on the 2017-2022 Six Year Transportation Improvement Program.

Project Status:
Design and permitting work began in 2016 with construction anticipated in 2018.

Total Estimated Project Cost: $1,290,000
Expenditures to Date: $90,000

Funding Sources:
- Federal $
- State $
- Local $1,290,000

Environmental Permitting
- HPA, SEPA, CORPS 404, COUNTY SHORELINES

Right-of-Way Acquisition (Estimate)
- None Required

County Forces (Estimate)
- N/A
Lummi Dolphin and Breakwater Replacement  
CRP #914015

Construction Funding Year(s):  
TBD

Project Narrative:  
This project includes replacing the three remaining timber dolphins and southerly breakwater at the Lummi Island ferry terminal. These structures were constructed in the mid 1980's and are reaching the end of their service life. This project is listed #F3 on the 2017-2022 Six Year Transportation Improvement Program.

Project Status:  
Federal Ferry Boat Program funds have been obtained for this project. Design and permitting work is underway.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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</tr>
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<td>Federal</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Local</td>
</tr>
</tbody>
</table>

Environmental Permitting  
HPA, SEPA, CORPS 404, COUNTY SHORELINES

Right-of-Way Acquisition (Estimate)  
None Required

County Forces (Estimate)  
N/A
Replacement of the Whatcom Chief
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
This project involves replacement of the current ferry to Lummi Island, M/V Whatcom Chief. This project is listed #F4 on the 2017-2022 Six Year Transportation Improvement Program.

Project Status:
Opportunities for project funding will be reviewed as they become available.

<table>
<thead>
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<td></td>
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<tr>
<td></td>
<td>Local $10,000</td>
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<table>
<thead>
<tr>
<th>Environmental Permitting</th>
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<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
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</tr>
<tr>
<td>County Forces (Estimate)</td>
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</tbody>
</table>

M/V Whatcom Chief
### Various Bridges Rehabilitation / Replacement

**CRP #Not Assigned**

<table>
<thead>
<tr>
<th>Construction Funding Year(s):</th>
<th>2017</th>
</tr>
</thead>
</table>

**Project Narrative:**
This item provides funding to address unanticipated bridge rehabilitation and/or replacement. It is listed #Y1 on the 2017-2022 Six Year Transportation Improvement Program.

**Project Status:**
Design and construction to occur as necessary.

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<tbody>
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<table>
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</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$</td>
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<td>$</td>
</tr>
<tr>
<td>Local</td>
<td>$1,750,000 (STIP 2017-2022)</td>
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<table>
<thead>
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<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
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<tr>
<td>County Forces (Estimate)</td>
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</table>

Due to the nature of this item, no map exists. Council review and prioritization will be sought at the appropriate times.
Right of Way Acquisition
CRP # Not Assigned

<table>
<thead>
<tr>
<th>Construction Funding Year(s):</th>
<th>2017-2022</th>
</tr>
</thead>
</table>

**Project Narrative:**
This item addresses the unanticipated need for Right-of-Way that may arise during a given year that requires immediate action. This project is listed #Y2 on the 2017-2022 Six Year Transportation Improvement Program.

**Project Status:**
N/A

<table>
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<tbody>
<tr>
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<tr>
<td>State</td>
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<tr>
<td>Local</td>
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<table>
<thead>
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<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
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<tr>
<td>County Forces (Estimate)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
Unanticipated Site Improvements
CRP # Not Assigned

**Construction Funding Year(s):** 2017 - 2022

**Project Narrative:**
This Annual Construction Program item addresses the unanticipated project(s) that may arise during a given year that require immediate action due to safety concerns, environmental factors, traffic volumes, accident history, funding or grant availability and other issues not related to an existing program project. This project is listed #Y3 on the 2017-2022 Six Year Transportation Improvement Program.

**Project Status:**
It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

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<tr>
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<tr>
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<td>Local</td>
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<table>
<thead>
<tr>
<th>Environmental Permitting</th>
<th>TBD</th>
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<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>TBD</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
<td>N/A</td>
</tr>
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</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
# Stormwater Quality Improvements

**CRP # Not Assigned**

<table>
<thead>
<tr>
<th>Construction Funding Year(s):</th>
<th>2017 - 2018</th>
</tr>
</thead>
</table>

**Project Narrative:**
This project varies in location. Identification and prioritization to be addressed and reviewed through County Council. This project is listed #Y4 on the 2017-2022 Six Year Transportation Improvement Program.

**Project Status:**
Design and construction will be completed in 2017/2018.

| Total Estimated Project Cost: | $345,000 |
| Expenditures to Date:         |           |

<table>
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<th>Funding Sources:</th>
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<tbody>
<tr>
<td>Federal</td>
</tr>
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<tr>
<td>County Forces (Estimate)</td>
<td>TBD</td>
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</tbody>
</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
Non-motorized Transportation Improvements
CRP # Not Assigned

Construction Funding Year(s): 2017 - 2022

Project Narrative:
This program item addresses the need to identify and prioritize non-motorized projects for future consideration. Projects would include pedestrian and bike facilities (e.g., sidewalks, trails, shoulder widening) in various locations around the county. This project is listed #Y5 on the 2017-2022 Six Year Transportation Improvement Program.

Project Status:
It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

<table>
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</tr>
<tr>
<td></td>
<td>State $0</td>
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<tr>
<td></td>
<td>Local $600,000</td>
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Environmental Permitting | TBD
Right-of-Way Acquisition (Estimate) | TBD
County Forces (Estimate) | TBD

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
# Fish Passage Project

**CRP #912014**

**Construction Funding Year(s):** 2017 – 2018

**Project Narrative:**
This project is for the design and construction of fish passage projects. This project is listed #Y6 on the 2017-2022 Six Year Transportation Improvement Program.

**Project Status:**
Design will begin in 2016 with construction of the first project scheduled for 2017.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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</thead>
<tbody>
<tr>
<td>Expenditures to Date:</td>
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Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
**Railroad Crossing Improvements**
**CRP # Not Assigned**

**Construction Funding Year(s):** 2017 - 2022

**Project Narrative:**
Locations to be determined. Identification and prioritization to be addressed. This project is listed #Y7 on the 2017-2022 Six Year Transportation Improvement Program.

**Project Status:**
Locations and prioritization of projects is on-going. Negotiations with BNSF will be a factor on timing and cost.

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<td>County Forces (Estimate)</td>
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Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
Neighborhood Traffic Calming
CRP # Not Assigned

Construction Funding Year(s): 2017 - 2022

Project Narrative:
Locations to be determined. Identification and prioritization to be addressed. This project is listed #Y8 on the 2017-2022 Six Year Transportation Improvement Program.

Project Status:
It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

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<td>$0</td>
<td>$300,000</td>
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</tbody>
</table>

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

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
<table>
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<tr>
<th>Year</th>
<th>General Revenue</th>
<th>Capital Expense</th>
<th>Net</th>
<th>Const. Revenue</th>
<th>Const. Expense</th>
<th>Net</th>
<th>Ending Fund Balance</th>
<th>Designated Fund Balance</th>
<th>Available Fund Balance</th>
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<td>($0.990)</td>
<td>($0.990)</td>
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<tr>
<td>Year</td>
<td>Property Tax Revenue</td>
<td>General Fuel Tax</td>
<td>Private Timber Harvest</td>
<td>Federal Forest</td>
<td>State Forest</td>
<td>Ferry Tolls</td>
<td>Fuel Tax Reimbursement</td>
<td>Ferry Tax Deficit</td>
<td>Interfund Charges</td>
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<td>------------------</td>
<td>------------------------</td>
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<td>$0.453</td>
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<td>$0.181</td>
<td>$0.515</td>
<td>$0.517</td>
<td>$0.000</td>
<td>$0.351</td>
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<td>$0.467</td>
<td>$0.000</td>
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A Ferry Fund created 1/1/2006 - ferry toll and ferry deficit revenues no longer included in the Road Fund.
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<td>$0.072</td>
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*2 million is fund 338 for Lummi lease commitment.*
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**Rating:** 0 (worst) to 100 (best)
Incorporates: road geometrics, surface condition, ride, drainage, traffic volumes, traffic types, accident history
UC - Under construction

**Federal Functional Classification (FFC):**
7 & 8 - Rural collectors
14, 16, 17 & 18 - Urban arterials/collectors
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7 & 8 - Rural collectors
14, 16, 17 & 18 - Urban arterials/collectors
## 2016

**Whatcom County**

**Priority Rating Program**

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**Rating:** 0 (worst) to 100 (best)

Incorporates; road geometrics, surface condition, ride, drainage, traffic volumes, traffic types, accident history

**Federal Functional Classification (FFC):**

7 & 8 - Rural collectors

14, 16, 17 & 18 - Urban arterials/collectors
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**Rating:** 0 (worst) to 100 (best)
Incorporates: road geometrics, surface condition, ride, drainage, traffic volumes, traffic types, accident history
**UC - Under construction**

**Federal Functional Classification (FFC):**
7 & 8 - Rural collectors
14, 16, 17 & 18 - Urban arterials/collectors
## 2016
**Whatcom County**

### Priority Rating Program

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**Rating:** 0 (worst) to 100 (best)  
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## 2016

**Whatcom County**

**Priority Rating Program**

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Total miles = 358.39

**Rating:** 0 (worst) to 100 (best)
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486
2015 Annual Bridge Report

Prepared by the Whatcom County Public Works Bridge and Hydraulic Group
Submitted September 2016
Whatcom County
2015 Bridge Report

Submitted: September 2016

This bridge report is prepared by Whatcom County Public Works Bridge and Hydraulic Division under the direction of the County Engineer each year to fulfill requirements of the Washington Administrative Code (WAC) 136-20-060. This WAC requires the County Engineer’s report of bridge inspections as follows:

“Each county engineer shall furnish the county legislative authority with a written resume of the findings of the bridge inspection effort. This report shall be made available to said authority and shall be consulted during the preparation of the proposed six-year transportation program revision. The report shall include the county engineer’s recommendations as to replacement, repair or load restriction for each deficient bridge. The resolution of adoption of the six-year transportation program shall include assurances to the effect that the county engineer’s report with respect to deficient bridges was available to said authority during the preparation of the program.”

Prepared by:

Steve Dillon
Bridge Inspection Team Leader

Reviewed by:

James E. Lee, P.E.
Engineering Manager – Bridge & Hydraulics

Approved by:

Joseph P. Rutan, P.E.
County Engineer/Assistant Director

Cover Photo:
Public Works Maintenance & Operations crew complete maintenance work on the Mosquito Lake Road/North Fork Nooksack River Bridge No. 332. This 210-foot span steel girder bridge with reinforced concrete approach spans was constructed in 1965.
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Acronyms

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<th>Acronym</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADT</td>
<td>Average Daily Traffic</td>
</tr>
<tr>
<td>BRAC</td>
<td>Bridge Replacement Advisory Committee</td>
</tr>
<tr>
<td>FHWA</td>
<td>Federal Highway Administration</td>
</tr>
<tr>
<td>FO</td>
<td>Functionally Obsolete</td>
</tr>
<tr>
<td>HBRRP</td>
<td>Highway Bridge Replacement and Rehabilitation Program</td>
</tr>
<tr>
<td>NBIS</td>
<td>National Bridge Inspection Standards</td>
</tr>
<tr>
<td>SD</td>
<td>Structurally Deficient</td>
</tr>
<tr>
<td>SID</td>
<td>Structure Identification Number</td>
</tr>
<tr>
<td>SR</td>
<td>Sufficiency Rating</td>
</tr>
<tr>
<td>UBIT</td>
<td>Under Bridge Inspection Truck</td>
</tr>
<tr>
<td>WAC</td>
<td>Washington Administrative Code</td>
</tr>
<tr>
<td>WSDOT</td>
<td>Washington State Department of Transportation</td>
</tr>
</tbody>
</table>

Canyon Creek Bridge 334 on Mosquito Lake Road.
Executive Summary

This report has been completed in compliance with WAC 136-20-060, which requires that each County Engineer furnish a written resume of the county’s bridge inspection efforts to the county legislative authority. It is also the intention of this report that information presented here be incorporated into a comprehensive program strategy to preserve the county’s roadways.

Highlights and Changes in 2015

- Whatcom County bridge inventory consists of 161 structures.

- A total of 85 Whatcom County bridge condition inspections were completed in 2015.

- Whatcom County provided bridge inspection services for 5 outside local agencies in 2015.

- A total of 28 bridge repair work orders were completed by Whatcom County crews and others in 2015.

- The new Bridge on Potter Road over the South Fork of the Nooksack was opened to traffic in September 2015. This replaced a structurally deficient one lane truss Bridge.

- Maintenance and Operations crews completed installation of temporary timber supports at the west abutment on Martin Road/Anderson Creek Bridge No. 250

Oversize/Overweight Load Permits

In recent years Whatcom County has seen an increase in oversize/overweight permit applications. There were over 30 oversize/overweight permits issued for loads crossing county owned bridges in 2015. Bridge program staff review these applications to ensure that these oversize/overweight loads can cross these bridges without causing any harm to the structure.

Summary of Bridge Inventory

- As of the end of 2015, the unincorporated Whatcom County road system contains 161 bridges and culverts which provide connectivity between our 974 miles of roads. Ten of these structures are classified as structurally deficient (SD); of these four are scheduled for replacement or rehabilitation within the next six years.

- A list of all structurally deficient bridges recommended for future replacement or rehabilitation is shown in Exhibit C.
Bridge Inventory

Of the 161 structures in the Whatcom County inventory 5 are of timber construction, 101 are of concrete construction, 6 are predominately steel (all of which are fracture critical) and the remainder are a combination of these materials. See Appendix A for a complete list of Whatcom County Bridges.

This Bridge on Friday Creek is typical of our channel beam girders supported by timber piles and caps.

Lummi Island Ferry Terminals
As a part of our bridge program, Whatcom County inspects and maintains the Gooseberry Point and Lummi Island Ferry Terminals. These consist of a steel transfer span and a timber trestle at the Gooseberry Point terminal and a steel transfer span and a reinforced concrete girders approach dock at the Lummi Island terminal.

Lummi Island approach span

Short Span Bridges
The Highway Bridge Replacement and Rehabilitation Program (HBRRP) excludes short span bridges (span length of 20 feet or less) from receiving federal funding. Out of the 161 bridges in Whatcom County inventory, 21 of these bridges are classified as short span bridges.

Outside Local Agency Bridges
The Whatcom County Bridge and Hydraulics program provides inspection services to local agencies upon request. The county works with cities under inter-local agreements (ILA), with conditions set forth in the Revised Code of Washington (RCW) Chapter 39.34. The county's services are provided primarily to local agencies that lack expertise to inspect and maintain their bridge inventory. In addition, the Whatcom County Public Works Road Maintenance Division contracts with local agencies for the maintenance of other local agency bridges. In 2015 the county provided inspection services on 57 bridges for outside local agencies.

<table>
<thead>
<tr>
<th>Local Agency</th>
<th>Number of bridges inspected in 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Everson</td>
<td>1</td>
</tr>
<tr>
<td>City of Lynden</td>
<td>11</td>
</tr>
<tr>
<td>City of Sumas</td>
<td>2</td>
</tr>
<tr>
<td>City of Bellingham</td>
<td>41</td>
</tr>
<tr>
<td>Port of Bellingham</td>
<td>1 (ferry terminal)</td>
</tr>
<tr>
<td>San Juan County</td>
<td>1</td>
</tr>
</tbody>
</table>

Summary of outside local agency bridges inspected in 2015
Bridge Inspection, Findings and Recommendations

Bridge inspections are performed in accordance with the National Bridge Inspection Standards (NBIS) in conformance with 23 CFR 650.3. The standards mandate that all public agencies with a bridge inventory inspect and report the findings at a minimum of once every two years (routine inspection). Special inspections are required for bridges that cannot be given close or adequate inspection from the ground. For these bridges an Under-Bridge Inspection Truck (UBIT) is required. Steel bridges with fracture critical members may also require special inspections with special inspection equipment. A third category of special inspections are the Under Water Inspections which are required every five years for bridges with piers that extend below ordinary low-water levels.

During bridge inspections, the current condition of each bridge element is noted. The deficiencies are coded to NBIS standards and show the degree of deterioration in various elements - the three primary elements being:

- Deck,
- Superstructure, and
- Substructure.

As deterioration accelerates, the coding values drop and work orders for repairs are issued. In the case where the coding factors are extremely low, recommendations are made for repair, replacement or rehabilitation. Bridges with identified deficiencies may be inspected or monitored at more frequent intervals.

The results of our inspection program are forwarded to the Washington State Department of Transportation (WSDOT) for review. Once the report has been accepted by WSDOT it is available for the Federal Highway Administration (FHWA).

Whatcom County has many reinforced concrete channel beam superstructures designed in 1955 which are at the low end of today's load carrying capacity requirements and are supported by timber caps and piers. These structures are being maintained and/or replaced on a regular basis depending on the age and the deterioration rate of the structure.

The NBIS utilizes information from the latest bridge inspection to determine the Sufficiency Rating (SR) which is a calculated score based on information from the most recent bridge inspection. The SR is a number from 0 to 100 with 100 being an entirely sufficient bridge, and 0 being an entirely insufficient or deficient bridge. Items that factor into the determination of the SR include: load bearing capacity, average daily traffic, availability and length of detour, the geometry of the bridge and the risk of scour on bridge foundations at waterway crossings.

As of December 31 2015, Whatcom County has 86 bridges with a SR rating of less than 80 that are eligible to compete for federal rehabilitation funding. There are 4 bridges with a SR less than 40 that are eligible to compete for federal replacement funding. Of the 4 bridges with an SR rating of 40 or less, federal BRAC replacement funds have been secured to replace two of these structures (Roberts Rd/Anderson Creek Bridge 249 and W. Badger Rd/Bertrand Creek Bridge 50).

This year routine inspections were performed on 142 bridges, including 57 outside local agency bridges.

If the underside of the bridge deck cannot be given close or adequate inspection from the ground then a special inspection using an under bridge inspection truck (UBIT) or under bridge inspection platform is required.

See Exhibit A for our master list of special inspections and details on inspection frequencies and schedules for all of our UBIT and underwater bridge inspections.
### Exhibit “A” - Master List of Special Inspection and Equipment Needs

<table>
<thead>
<tr>
<th>Bridge #</th>
<th>Bridge Name</th>
<th>Fracture Critical Last Inspection Date</th>
<th>Underwater Last Inspection Date</th>
<th>Special Equipment Last Inspection Date</th>
<th>UBIT Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>MARIETTA</td>
<td>September 2012</td>
<td>January 2013</td>
<td></td>
<td>72 Months</td>
</tr>
<tr>
<td>115</td>
<td>HIGH BRIDGE</td>
<td></td>
<td></td>
<td>April 2014</td>
<td>48 Months</td>
</tr>
<tr>
<td>140</td>
<td>MIDDLE FORK</td>
<td>August 2014</td>
<td></td>
<td></td>
<td>24 Months</td>
</tr>
<tr>
<td>148</td>
<td>SOUTH FORK</td>
<td>February 2014</td>
<td></td>
<td></td>
<td>24 Months</td>
</tr>
<tr>
<td>252</td>
<td>NOOKSACK RIVER</td>
<td>March 2014</td>
<td>September 2015</td>
<td></td>
<td>24 Months</td>
</tr>
<tr>
<td>332</td>
<td>NORTH FORK</td>
<td>April 2015</td>
<td></td>
<td></td>
<td>24 Months</td>
</tr>
<tr>
<td>421</td>
<td>ROCKY CREEK</td>
<td>April 2015</td>
<td></td>
<td></td>
<td>24 Months</td>
</tr>
<tr>
<td>500</td>
<td>DAKOTA CREEK</td>
<td></td>
<td>April 2013</td>
<td></td>
<td>48 Months</td>
</tr>
<tr>
<td>503</td>
<td>GOOSEBERRY FERRY SLIP</td>
<td>October 2014</td>
<td>March 2011</td>
<td></td>
<td>24 Months</td>
</tr>
<tr>
<td>507</td>
<td>LUMMI ISLAND FERRY SLIP</td>
<td>October 2014</td>
<td>March 2011</td>
<td></td>
<td>24 Months</td>
</tr>
<tr>
<td>512</td>
<td>NOOKSACK RIVER</td>
<td>April 2015</td>
<td></td>
<td></td>
<td>24 Months</td>
</tr>
</tbody>
</table>
Load, Height and Width Restricted Bridges

Each bridge is required to have a "Load Rating" calculation. The Load Rating establishes how much weight the bridge can carry for several standard configurations of vehicle axle loads.

During the 2015 inspection cycle, no bridges were added to the load restriction list. As of December 31, 2015, there are a total of fourteen (14) restricted bridges in the county.

Bridges that have traffic portals of 15 feet or less are required to be posted with the allowable height. Whatcom County has two roads passing through posted height restricted bridge structures.

Of the fourteen (14) bridges posted for load restrictions, three (3) are scheduled for replacement. Most of Whatcom County’s posted bridges have a deficient superstructure due to the original girder design and are not an immediate concern for our lower ADT roads but they are inspected every 12 months to look for any problems that would accelerate their need for replacement.

<table>
<thead>
<tr>
<th>Bridge #</th>
<th>Road Name</th>
<th>Features Crossed</th>
<th>Restricted Width</th>
<th>Restricted Vertical Clearance</th>
<th>Bridge Posted for Load Restriction</th>
</tr>
</thead>
<tbody>
<tr>
<td>44</td>
<td>BRIDGE WAY</td>
<td>CALIFORNIA CR</td>
<td>16</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>51</td>
<td>FLYNN RD</td>
<td>FISHTRAP CR</td>
<td>16</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>81</td>
<td>JACKSON RD.</td>
<td>TERRELL CR.</td>
<td></td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>82</td>
<td>ALDERSON RD.</td>
<td>TERRELL CREEK</td>
<td></td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>91</td>
<td>STEIN RD</td>
<td>DAKOTA CR. TRIB.</td>
<td></td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>105</td>
<td>MANLEY ROAD</td>
<td>SILVER CREEK</td>
<td></td>
<td>11.8</td>
<td></td>
</tr>
<tr>
<td>107</td>
<td>N. LAKE SAMMISH DR.</td>
<td>LAKE SAMMISH</td>
<td></td>
<td>12</td>
<td>Yes</td>
</tr>
<tr>
<td>132</td>
<td>HUDSON ROAD</td>
<td>JONES CREEK</td>
<td></td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>140</td>
<td>MOSQUITO LK RD</td>
<td>MIDDLE FORK</td>
<td>13.2</td>
<td>18’</td>
<td></td>
</tr>
<tr>
<td>151</td>
<td>HILLSIDE RD.</td>
<td>SIGITOWITZ CREEK</td>
<td></td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>249</td>
<td>ROBERTS RD.</td>
<td>ANDERSON CR</td>
<td></td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>291</td>
<td>MASSEY RD</td>
<td>SUMAS RIVER</td>
<td></td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>308</td>
<td>ALM RD</td>
<td>SUMAS RIVER</td>
<td></td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>332</td>
<td>MOSQUITO LK RD</td>
<td>NORTH FORK</td>
<td></td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>503</td>
<td>LUMMI VIEW DR</td>
<td>9104</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>503A</td>
<td>LUMMI VIEW DR</td>
<td>HALE PASS</td>
<td></td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>506</td>
<td>HERON LANE</td>
<td>JOHNSON CR</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>507</td>
<td>LUMMI IS FERRY RTE</td>
<td>HALE PASSAGE</td>
<td>14</td>
<td>39'03&quot;</td>
<td></td>
</tr>
<tr>
<td>507A</td>
<td>LUMMI IS FERRY RTE</td>
<td>HALE PASSAGE</td>
<td>14</td>
<td></td>
<td>Yes</td>
</tr>
<tr>
<td>510</td>
<td>COAL CREEK RD</td>
<td>GALLOP CREEK</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>512</td>
<td>SLATER RD</td>
<td>NOOKSACK RIVER</td>
<td></td>
<td>15'03&quot;</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Bridge Replacement and Rehabilitation Plan for Deficient Bridges

The county’s current focus is to replace or rehabilitate bridges that are classified as structurally deficient (SD) per NBIS. Three structurally deficient bridge replacement/rehabilitation projects were in the design phase at the end of 2015. Since 2000, 17 bridges have been replaced or re-built in Whatcom County. Lists of future replacement/rehabilitation candidates, including short-span bridges, are shown in Exhibit 'C.'

2015 Replacement and Rehabilitation Projects

Potter Road-Bridge 148-Replacement
This project replaced the existing one-lane, two-way, SD and functionally obsolete fracture critical truss bridge with a reinforced concrete bridge. The new structure was opened in the fall of 2015.

View of completed bridge structure

Slater Road Bridge 512 Paint Restoration
This project involved painting the Slater Road/Nooksack River Bridge No. 512 steel truss to prolong the structure’s service life. Project was completed in the fall of 2015.

View of containment system

Hannegan Road Bridge 252 Scour Mitigation Project
This project included installing scour counter measures at pier number 2 to remove the scour critical designation on this bridge. Project completed fall of 2015.

View of angular rock placement at pier 2

Dakota Creek Bridge #500 Seismic Retrofit
This project retrofitted the 1928 Concrete T-Beam structure to a Level 2 seismic condition. This work also extends the service life of this structure and removes the SD designation. Project completed in the fall of 2015.

View of new steel column jacket installation
### Exhibit “C” – Structurally Deficient Bridges

<table>
<thead>
<tr>
<th>Bridge #</th>
<th>Bridge Name</th>
<th>Deficiency's</th>
<th>Sufficiency Rating</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>BERTRAND CR</td>
<td>Timber Cap Section Loss</td>
<td>22.51</td>
<td>Construction 2018</td>
</tr>
<tr>
<td>81</td>
<td>JACKSON RD.</td>
<td>Timber Cap and Pile Deterioration</td>
<td>28.20</td>
<td>Monitoring</td>
</tr>
<tr>
<td>248</td>
<td>ANDERSON CR</td>
<td>Timber Cap and Pile Deterioration</td>
<td>36.88</td>
<td>Monitoring</td>
</tr>
<tr>
<td>249</td>
<td>ANDERSON CR</td>
<td>Timber Cap Section Loss</td>
<td>39.86</td>
<td>Construction 2017</td>
</tr>
<tr>
<td>1</td>
<td>LITTLE SQUALICUM</td>
<td>Delamination of Deck, Cap Beam Capacity</td>
<td>41.73</td>
<td>Monitoring</td>
</tr>
<tr>
<td>291</td>
<td>SUMAS RIVER</td>
<td>Concrete Channel Beam Deterioration</td>
<td>42.72</td>
<td>Monitoring</td>
</tr>
<tr>
<td>497</td>
<td>BERTRAND CR TRIB</td>
<td>Scour Exposing Concrete Footings</td>
<td>45.37</td>
<td>Monitoring</td>
</tr>
<tr>
<td>212</td>
<td>SAAR CR</td>
<td>Timber Cap and Pile Deterioration</td>
<td>47.41</td>
<td>Construction 2016</td>
</tr>
<tr>
<td>172</td>
<td>BNSF RR</td>
<td>Deck Deterioration</td>
<td>75.45</td>
<td>Monitoring</td>
</tr>
<tr>
<td>250</td>
<td>ANDERSON CR</td>
<td>Timber Cap and Pile Deterioration</td>
<td>53.54</td>
<td>Monitoring</td>
</tr>
</tbody>
</table>
# Maintenance and Repair Recommendations

The majority of bridge repair and maintenance work is done by Whatcom County Maintenance & Operation crews, with support from various vendors. During 2015 Maintenance & Operation crews cleaned the majority of the County bridges and all of the bridges in the County inventory were washed. In addition, the majority of the bridges were brushed to support ongoing maintenance, repair and inspection activities. Twenty eight (28) maintenance work orders were completed in 2015. (See Exhibit D below).

Work planned for 2016 includes major work orders and routine maintenance on most of our bridges. The work includes helper piles and caps, abutment repairs, asphalt approaches, concrete repair and bridge cleaning and brushing.

## Exhibit “D” – Maintenance Work Orders Completed in 2015

<table>
<thead>
<tr>
<th>Bridge #</th>
<th>Waterway</th>
<th>Work Completed</th>
<th>Date Repaired</th>
</tr>
</thead>
<tbody>
<tr>
<td>513</td>
<td>RED RIVER</td>
<td>Repair Abutment</td>
<td>March 2015</td>
</tr>
<tr>
<td>91</td>
<td>DAKOTA CR. TRIB.</td>
<td>Repair</td>
<td>March 2015</td>
</tr>
<tr>
<td>349</td>
<td>JOHNSON CREEK</td>
<td>Repair</td>
<td>April 2015</td>
</tr>
<tr>
<td>242</td>
<td>SAAR CREEK</td>
<td>Repair</td>
<td>April 2015</td>
</tr>
<tr>
<td>201</td>
<td>SWIFT CREEK</td>
<td>Repair</td>
<td>April 2015</td>
</tr>
<tr>
<td>53</td>
<td>RIVER ROAD</td>
<td>Remove stream debris</td>
<td>July 2015</td>
</tr>
<tr>
<td>88</td>
<td>S. FORK DAKOTA CREEK</td>
<td>Repair Approaches</td>
<td>August 2015</td>
</tr>
<tr>
<td>11</td>
<td>RED RIVER</td>
<td>Repair Approaches</td>
<td>August 2015</td>
</tr>
<tr>
<td>163</td>
<td>DAKOTA CR TRIB</td>
<td>Repair Approaches</td>
<td>August 2015</td>
</tr>
<tr>
<td>250</td>
<td>Martin Rd</td>
<td>Temp. Cap Repairs</td>
<td>July 2015</td>
</tr>
<tr>
<td>249</td>
<td>ANDERSON CR</td>
<td>Re-Torque Bolts</td>
<td>August 2015</td>
</tr>
<tr>
<td>37</td>
<td>CALIFORNIA CREEK</td>
<td>Fix Expansion joints</td>
<td>August 2015</td>
</tr>
<tr>
<td>50</td>
<td>DAKOTA CR</td>
<td>Re-Torque Bolts</td>
<td>August 2015</td>
</tr>
<tr>
<td>3</td>
<td>NOOKSACK RIVER</td>
<td>Paint Bearings</td>
<td>October 2015</td>
</tr>
<tr>
<td>306</td>
<td>SUMAS RIVER</td>
<td>Joint Repair</td>
<td>August 2015</td>
</tr>
<tr>
<td>201</td>
<td>SWIFT CR</td>
<td>Remove sediment from bridge</td>
<td>October 2015</td>
</tr>
<tr>
<td>507A&amp;507</td>
<td>Ferry Slip &amp; App. Lummi Is</td>
<td>Tighten Cables</td>
<td>September 2015</td>
</tr>
<tr>
<td>507A&amp;507</td>
<td>Ferry Slip &amp; App. Lummi Is</td>
<td>Hand Rail Repairs</td>
<td>September 2015</td>
</tr>
<tr>
<td>503A&amp;503</td>
<td>Ferry Slip &amp; App. Gooseberry</td>
<td>Apply non-skid surfacing</td>
<td>September 2015</td>
</tr>
<tr>
<td>----------</td>
<td>-----------------------------</td>
<td>--------------------------</td>
<td>---------------</td>
</tr>
</tbody>
</table>
Glossary of Bridge Terms

**Abutment** – a substructure supporting the end of a single span, or the extreme end of a multi-span super-structure and, in general, retaining or supporting the bridge approach fill.

**Approach span** – the span or spans connecting the abutment with the main span or spans.

**Back wall** – the top-most portion of an abutment functioning primarily as a retaining wall to contain approach roadway fill.

**Beam** – a linear structural member designed to span from one support to another.

**Bent** – a supporting unit of the beams of a span made up of one or more column or column-like members connected at their top-most ends by a cap, strut, or other horizontal member.

**Box Girder** – a support beam that is a hollow box; its cross-section is a rectangle or square.

**Bracing** – a system of tension or compression members, or a combination of these, connected to the parts to be supported or strengthened by a truss or frame. It transfers wind, dynamic, impact, and vibratory stresses to the substructure and gives rigidity throughout the complete assemblage. Can also refer to diagonal members that tie two or more columns of a bent together.

**Cap** – the horizontally-oriented, top-most piece or member of a bent serving to distribute the beam loads upon the columns and to hold the beams in their proper relative positions.

**Cast-in-Place** – concrete poured within form work on site to create a structural element in its final position.

**Catwalks** – temporary foot bridges, used by bridge inspection personnel.

---

**Basic Bridge Parts 1**
**Chord** – in a truss, the upper-most and the lower-most longitudinal members, extending the full length of the truss.

**Column** – a vertical structural member that transfers dead and live load from the bridge deck and girders to the footings or shafts.

**Column crosses brace** – transverse brace between two main longitudinal members.

**Compression** – a type of stress involving a pressing or squeezing together; tends to shorten a member; opposite of tension.

**Culvert** – a pipe or small structure used for drainage under a road, railroad or other embankment. A culvert with a span length greater than 20 feet is included in the National Bridge Inventory and Receives a rating using the NBI scale.

**Dead load** – a static load due to the weight of the structure itself.

**Deck** – the roadway portion of a bridge that provides direct support for vehicular and pedestrian traffic.

**Deck bridge** – a bridge in which the supporting members are all beneath the roadway.

**Deck truss** – a bridge whose roadway is supported from beneath by a truss.

**Diagonal** – a sloping structural member of a truss or bracing system.

**Elastomeric pads** – rectangular pads made of neoprene, found between the sub-structure and superstructure that bears the entire weight of the superstructure. Elastomeric pads can deform to allow for thermal movements of the superstructure.

**End wall** – the wall located directly under each end of a bridge that holds back approach roadway fills. The end wall is part of the abutment.

**Expansion joint** – A joint designed to provide means for expansion and contraction movements produced by temperature changes, load, or other forces.

**Fatigue** – Cause of structural deficiencies, usually due to repetitive loading over time.

**Footing** – The enlarged, lower portion of a sub-structure that distributes the structure load either to the earth or to supporting piles; the most common footing is the concrete slab; "footer" is a colloquial term for footing.

**Fracture critical member** – a member in tension or with a tension element whose failure would probably cause a portion of or the entire bridge to collapse.

**Girder** – a main support member for the structure that usually receives loads from floor beams and stringers; also, any large beam, especially if built up.

**Hanger** – a tension member serving to suspend an attached member.

**Hinge** – a point in a structure at which a member is free to rotate.

**Live load** – vehicular traffic, wind, water; and/or earthquakes.

**Lower chord** – the bottom horizontal member of a truss.

Main beam – a beam supporting the spans and bearing directly onto a column or wall.
Member – an individual angle, beam, plate, or built piece intended to become an integral part of an assembled frame or structure.

Oscillation – a periodic movement back and forth between two extreme limits. An example is the string of a guitar that has been plucked. Its vibration back and forth is one oscillation. A vibration is described by its size (amplitude), its oscillation rate (frequency), and its timing (phase). In a suspension bridge, oscillation results from energy collected and stored by the bridge. If a part of the bridge has to store more energy than it is capable of storing, that part will probably fail.

Pier – a structure comprised of stone, concrete, brick, steel, or wood that supports the ends of the spans of a multispan superstructure at an intermediate location between abutments. A pier is usually a solid structure as opposed to a bent, which is usually made up of columns.

Pile – a linear (vertical) member of timber, steel, concrete, or composite materials driven into the earth to carry structure loads into the soil.

Pile bent – A row of driven or placed piles with a pile cap to hold them in their correct positions; see "Bent."

Plate girder – a large, solid web plate with flange plates attached to the web plate by flange angles or fillet welds. Typically fabricated from steel.

Post or column – a member resisting compressive stresses, in a vertical or near vertical position.

Pre-cast girder – fabricated off site of Portland Cement Concrete, reinforcing steel and post-tensioning cables. These girders are shipped to the construction site by truck and hoisted into place by cranes.

Reinforced concrete – concrete with steel reinforcing bars bonded within it to supply increased tensile strength and durability.

Scour – erosive action of removing streambed material around bridge substructure due to water flow. Scour is of particular concern during high-water events.

Short span bridge – these bridges have a single NBS span length of 20 feet or less. They are typically supported by timber piles or shallow concrete footings.

Soffit – the underside of the bridge deck or sidewalk.

Spall – a concrete deficiency wherein a portion of the concrete surface is popped off from the main structure due to the expansive forces of corroding steel rebar underneath. This is especially common on older concrete bridges.

Span – The distance between piers, towers, or abutments.

Steel – A very hard and strong alloy of iron and carbon.

Stringer – a longitudinal beam (less than 30 feet long) supporting the bridge deck, and in large bridges, framed into or upon the floor beams.

 Sufficiency rating – the sufficiency rating is a numeric value from 1.0 (a bridge in new condition) to 0 (a bridge incapable of carrying traffic). The sufficiency rating is the summation of four calculated values: Structural Adequacy and Safety, Serviceability and Functional Obsolescence, Essentiality for Public Use, and Special Reductions.
**Substructure** – the abutment, piers, grillage, or other structure built to support the span or spans of a bridge superstructure, and distributes all bridge loads to the ground surface. Includes abutments, piers, bents, and bearings.

**Superstructure** – the entire portion of a bridge structure which primarily receives and supports traffic loads and in turn transfers the reactions to the bridge substructure; usually consists of the deck and beams or, in the case of a truss bridge, the entire truss.

**Tension** – type of stress involving an action which pulls apart.

**Tie** – a member carrying tension.

**Torsion** – a twisting force or action.

**Truss bridge** – a bridge having a pair of trusses for the superstructure.

**Upper chord** – the top longitudinal member of a truss.

**Web** – the portion of a beam located between and connected to the flanges.

**Welded joint** – a joint in which the assembled elements and members are united through fusion of metal.

**Wheel rail** – a timber curb fastened directly to the deck, most commonly found on all-timber bridges.

**Wingwall** – walls that slant outward from the corners of the overall bridge that support roadway fill of the approach.
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**TITLE OF DOCUMENT:**

Ord amending WCC Title 2, to reflect an increase in number of Council Districts

**ATTACHMENTS:**

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**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.)

Ordinance amending Whatcom County Code Title 2, Administration and Personnel, to reflect an increase in the number of County Council Districts

**COMMITTEE ACTION:**

- 7/12/2016: Discussed and amended
- 7/26/2016: Held in Committee
- 8/9/2016: Discussed, amended and forwarded to Council for approval

**COUNCIL ACTION:**

- 7/12/2016: Substitute Introduced 7-0
- 7/26/2016: Held in Committee

**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: CLERK OF THE COUNCIL  
INTRODUCTION DATE: JULY 12, 2016

ORDINANCE NO. ______

AMENDING WHATCOM COUNTY CODE TITLE 2, ADMINISTRATION AND PERSONNEL, TO ADD LANGUAGE RELATED TO AN INCREASE IN THE NUMBER OF WHATCOM COUNTY COUNCIL DISTRICTS

WHEREAS, at the November 2015 General Election the voters of Whatcom County approved an amendment to the Whatcom County Charter to increase the number of county council districts from three to five; and

WHEREAS, in April 2016 a new five-district districting plan for Whatcom County was adopted by the 2016 Whatcom County Districting Committee; and

WHEREAS, the new districting plan divides Whatcom County into five council districts of approximately equal size; and

WHEREAS, Whatcom County Code Title 2, Administration and Personnel, contains district residency requirement language for the county council and select Whatcom County boards and commissions that must be amended to reflect the new five-district districting plan adopted for Whatcom County.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Whatcom County Code Title 2, Administration and Personnel, is hereby amended as outlined in "Exhibit A" to this ordinance.

BE IT FINALLY ORDAINED that these amendments will not disqualify a current board or commission member from holding office during the remainder of the term for which that member was appointed.

ADOPTED this ____ day of _________________, 2016.

ATTEST:

Dana Brown-Davis, Clerk of the Council

APPROVED AS TO FORM:

Barry Buchanan, Council Chair

( ) Approved ( ) Denied

Jack Louws, County Executive

Date: __________________________

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

civil Deputy Prosecutor
EXHIBIT A  
(AMEND WCC TITLE 2 RELATED TO DISTRICT REQUIREMENT)

CHAPTER 2.02  
COUNTY COUNCIL

2.02.005 Council – Composition.  
The council shall consist of seven members, two one councilmembers from each of the three five council districts and one two councilmembers at-large.

CHAPTER 2.21  
BOARD OF EQUALIZATION

2.21.010 Established - Composition.  
2.21.020 Residency of members.  
2.21.030 Residency of alternates.  
2.21.040 Compensation for meeting attendance.  
2.21.030 Compensation for meetings.

2.21.010 Established – Composition  
The Whatcom County Board of Equalization is established to consist of three–members and two–alternates, none of whom shall be members of the Whatcom County legislative authority.

2.21.020 Residency of members.  
No more than one member of the board of equalization shall reside in each council district. (Ord. 95–044).

2.21.030 Residency of alternates.  
Alternate members to the board of equalization shall be appointed on an at-large basis. (Ord. 95–044).

2.21.010 Established – Composition  
The Whatcom County Board of Equalization is established pursuant to chapter 84.48 RCW and shall consist of five members, one from each council district. Three of the five members shall act as the Board on a rotating basis. The board members shall be selected based upon the qualifications established by the department of revenue by rule and shall not be members of the Whatcom County Council or hold any other elective office, or be employees of any elected official.

2.21.020 Membership Term of Office  
Board members shall be appointed by a majority of the Whatcom County Council. Member terms shall be three years, or until their successors are appointed, pursuant to RCW 84.48.026. Each appointed member may be removed by a majority vote of the Whatcom County Council.

2.21.040 Compensation for meeting attendance.  
As authorized by RCW 84.48.010, members of the board of equalization are to shall receive $75.00 per day for each day of actual attendance at a meeting of the board. (Ord. 95–044).

CHAPTER 2.29  
PARKS AND RECREATION DEPARTMENT

2.29.050 Parks and recreation commission.  
B. The parks and recreation commission shall consist of seven members, two one members appointed from each county council district and one two members appointed at-large. All terms of office shall be for four years. All appointments for the purpose of filling vacancies shall be for the remaining portion of the unexpired term. No member shall serve more than two consecutive full terms.
CHAPTER 2.31
PLANNING COMMISSION

2.31.030 Membership.
There shall be nine members of the planning commission, three of whom shall be appointed from each county council district. The planning commission shall consist of nine members appointed by the county council, with no more than two members from one council district. The council encourages representation from the following:
1. The development community.
2. The environmental community.
3. Business and industry.
4. Agricultural, forestry, mineral, or aquatic resource lands.

Members shall be citizens not serving in elective county offices. Appointment shall be in compliance with Chapter 2.03 of the Whatcom County Code.
36.70.030
Commission—Creation.

By ordinance a board may create a planning commission and provide for the appointment by the commission of a director of planning.

[ 1963 c 4 § 36.70.030. Prior: 1959 c 201 § 3.]

36.70.040
Department—Creation—Creation of commission to assist department.

By ordinance a board may, as an alternative to and in lieu of the creation of a planning commission as provided in RCW 36.70.030, create a planning department which shall be organized and function as any other department of the county. When such department is created, the board shall also create a planning commission which shall assist the planning department in carrying out its duties, including assistance in the preparation and execution of the comprehensive plan and recommendations to the department for the adoption of official controls and/or amendments thereto. To this end, the planning commission shall conduct such hearings as are required by this chapter and shall make findings and conclusions therefrom which shall be transmitted to the department which shall transmit the same on to the board with such comments and recommendations it deems necessary.

[ 1963 c 4 § 36.70.040. Prior: 1959 c 201 § 4.]

36.70.050
Authority for planning.

Upon the creation of a planning agency as authorized in RCW 36.70.030 and 36.70.040, a county may engage in a planning program as defined by this chapter. Two or more counties may jointly engage in a planning program as defined herein for their combined areas.

[ 1963 c 4 § 36.70.050. Prior: 1959 c 201 § 5.]

36.70.060
Regional planning commission—Appointment and powers.

A county or a city may join with one or more other counties, cities and towns, and/or with one or more school districts, public utility districts, private utilities, housing authorities, port districts, or any other private or public organizations interested in regional planning to form and organize a regional planning commission and provide for the administration of its affairs.
Such regional planning commission may carry on a planning program involving the same subjects and procedures provided by this chapter for planning by counties, provided this authority shall not include enacting official controls other than by the individual participating municipal corporations. The authority to initiate a regional planning program, define the boundaries of the regional planning district, specify the number, method of appointment and terms of office of members of the regional planning commission and provide for allocating the cost of financing the work shall be vested individually in the governing bodies of the participating municipal corporations.

Any regional planning commission or municipal corporation participating in any regional planning district is authorized to receive grants-in-aid from, or enter into reasonable agreement with any department or agency of the government of the United States or of the state of Washington to arrange for the receipt of federal funds and state funds for planning in the interests of furthering the planning program.

[1963 c 4 § 36.70.060. Prior: 1961 c 232 § 1; 1959 c 201 § 6.]

NOTES:

mission as employer for retirement system purposes: RCW 41.40.010.

36.70.070
Commission—Composition.

Whenever a commission is created by a county, it shall consist of five, seven, or nine members as may be provided by ordinance: PROVIDED, That where a commission, on June 10, 1959, is operating with more than nine members, no further appointments shall be made to fill vacancies for whatever cause until the membership of the commission is reduced to five, seven or nine, whichever is the number specified by the county ordinance under this chapter. Departments of a county may be represented on the commission by the head of such departments as are designated in the ordinance creating the commission, who shall serve in an ex officio capacity, but such ex officio members shall not exceed one of a five-member commission, two of a seven-member commission, or three of a nine-member commission. At no time shall there be more than three ex officio members serving on a commission: PROVIDED FURTHER, That in lieu of one ex officio member, only, one employee of the county other than a department head may be appointed to serve as a member of the commission.

[1963 c 4 § 36.70.070. Prior: 1959 c 201 § 7.]

36.70.080
Commission—Appointment—County.
The members of a commission shall be appointed by the chair of the board with the approval of a majority of the board: PROVIDED, That each member of the board shall submit to the chair a list of nominees residing in his or her commissioner district, and the chair shall make his or her appointments from such lists so that as nearly as mathematically possible, each commissioner district shall be equally represented on the commission.

[ 2009 c 549 § 4107; 1963 c 4 § 36.70.080. Prior: 1959 c 201 § 8.]

36.70.090
Commission—Membership—Terms—Existing commissions.

When a commission is created after June 10, 1959, the first terms of the members of the commission consisting of five, seven, and nine members, respectively, other than ex officio members, shall be as follows:

(1) For a five-member commission—one, shall be appointed for one year; one, for two years; one, for three years; and two, for four years.

(2) For a seven-member commission—two, shall be appointed for one year; two, for two years; one, for three years; and two, for four years.

(3) For a nine-member commission—two, shall be appointed for one year; two, for two years; two, for three years; and three, for four years.

Thereafter, the successors to the first member shall be appointed for four year terms: PROVIDED, That where the commission includes one ex officio member, the number of appointive members first appointed for a four year term shall be reduced by one; if there are to be two ex officio members, the number of appointive members for the three year and four year terms shall each be reduced by one; if there are to be three ex officio members, the number of appointive members for the four year term, the three year term, and the two year term shall each be reduced by one. The term of an ex officio member shall correspond to his or her official tenure: PROVIDED FURTHER, That where a commission, on the effective date of this chapter, is operating with members appointed for longer than four year terms, such members shall serve out the full term for which they were appointed, but their successors, if any, shall be appointed for four year terms.
**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>8/11/16</td>
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<td>Council</td>
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<tr>
<td>Division Head:</td>
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<tr>
<td>Dept. Head:</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Purchasing/Budget:</td>
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<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:** Appointment to the Bicycle/Pedestrian Advisory Committee

**ATTACHMENTS:** Application for appointment.

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>(   ) Yes</th>
<th>( X ) NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>(   ) Yes</td>
<td>( X ) 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.)

County Executive Jack Louws requests the confirmation of his appointment of Amy Ellsworth to the Bicycle/Pedestrian Advisory Committee.

**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).
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
Amy

Last Name
Ellsworth

Date
8/2/2016

Street Address
2539 James st

City
Bellingham

Zip
98225

Do you have a different mailing address?
Field not completed.

Primary Telephone
4253153319

Secondary Telephone
4253153319

Email Address
A.Ellsworth@hotmail.com

1. Name of Board or Committee
Bicycle/Pedestrian Advisory Committee

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
Yes

3. Which Council district do you live in?
District 2

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

8. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I am currently an RN, and a member of bicycle clubs, alpine climbing clubs, emergency preparedness, and Crisis Training, with a Bachelors in Nursing from Western.

9. Please describe why you’re interested in serving on this board or commission

I am interested in serving on this board to get better acquainted with the Whatcom community in regard to transportation safety for it’s citizens and promotion of health.

References (please include daytime telephone number):

Allison Gilbert, Allison.Gilbert@gmail.com

Signature of applicant:

Amy Ellsworth

Place Signed / Submitted

Bellingham
Amy Ellsworth
425.315.3319
A.Ellsworth@Hotmail.com

SUMMARY
Patient care and customer service-centered experience
A dedicated team player focused on safety, understanding, and clarification to empower patient
Hardworking and flexible team member seeking to deliver individualized patient care
Committed to representing nursing ethics, driven by pursuit of knowledge and quality practice

SKILLS
Registered Nurse and completion of ACEN Accredited Nursing School
ACLS, BLS and First Aid Certification
Wound Care Experience specific to lower extremities
Applied Suicide Intervention Skill Training (ASIST)

EXPERIENCE
Alderwood Park Rehab, Bellingham, WA. Registered Nurse - July 2015-Current
Skilled Nursing Facility, responsibilities include medicare charting, assessing for changes to baseline and contacting appropriate personnel. Assessing plans of care and changing accordingly. Prioritization of needs. Administration of medication, manage CNAs

At home patient care for teenager with neurologic disabilities. Individualized care

PFAS, Seattle, WA. Medical Assistant/Receptionist - October 2012-January 2015
Work efficiently, enabling physician to see twice as many patients per day
Worked for a Podiatric Doctor that specializes in wound care

EDUCATION
Western Washington University, Bellingham, WA
Bachelor of Nursing Degree - Current

Seattle Central College, Seattle, WA
Associate Nursing Degree — 2012-2014
Indwelling female catheter insertion, IV starts, IM and Subcutaneous Injections, Tracheostomy Care, Osteotomy Care, Wound Care
Other training included: Attendance to Lactation Workshop, Rapid Response to Hemorrhage

VOLUNTEER
Crisis Clinic Hotline: 60 hour Training and an accumulation of over 500 hours volunteering
Washington Alpine Club Basic Climbing Class Instructor
Public Health Reserve Corp
Supplemental #15 requests funding from the General Fund:

1. To appropriate $70,873 in Non-Departmental to fund increased 2016 What-Comm dispatch fees.

2. To appropriate $36,022 in Non-Departmental to fund shared cost portion of Whatcom Unified Emergency Center from city reimbursements.

3. To appropriate $80,550 in Health to fund Housing Assistance Rental Program from North Sound Behavioral Health Organization revenues.

4. To appropriate $35,483 in Health to fund HPV immunization project from a GroupHealth Foundation grant.

From the Chemical Dependency / Mental Health Fund:

5. To appropriate $84,500 in Health to fund Girard Street lower level remodel.
ORDINANCE NO.
AMENDMENT NO. 15 OF THE 2016 BUDGET

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>Non-Departmental</td>
<td>106,895</td>
<td>(36,022)</td>
<td>70,873</td>
</tr>
<tr>
<td>Health</td>
<td>116,033</td>
<td>(132,864)</td>
<td>(16,831)</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>222,928</td>
<td>(168,886)</td>
<td>54,042</td>
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<tr>
<td>Chemical Dependency / Mental Health Fund</td>
<td>84,500</td>
<td>-</td>
<td>84,500</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>307,428</td>
<td>(168,886)</td>
<td>138,542</td>
</tr>
</tbody>
</table>

ADOPTED this ___ day of ____________________, 2016.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

Barry Buchanan, Chair of the Council

( ) Approved     ( ) Denied

Jack Louws, County Executive

Date: ________________

Daniel L. Gibson
Civil Deputy Prosecutor
### WHATCOM COUNTY

#### Summary of the 2016 Supplemental Budget Ordinance No. 15

<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>General Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>To fund increased 2016 What-Comm dispatch fees.</td>
<td>70,873</td>
<td>-</td>
<td>70,873</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>To fund shared cost portion of Whatcom Unified Emergency Center from city reimbursements.</td>
<td>36,022</td>
<td>(36,022)</td>
<td>-</td>
</tr>
<tr>
<td>Health</td>
<td>To fund Housing Assistance Rental Program from North Sound Behavioral Health Organization revenues.</td>
<td>80,550</td>
<td>(87,864)</td>
<td>(7,314)</td>
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<tr>
<td>Health</td>
<td>To fund HPV immunization project from a GroupHealth Foundation grant.</td>
<td>35,483</td>
<td>(45,000)</td>
<td>(9,517)</td>
</tr>
<tr>
<td>Total General Fund</td>
<td></td>
<td>222,928</td>
<td>(168,886)</td>
<td>54,042</td>
</tr>
<tr>
<td>Chemical Dependency / Mental Health Fund</td>
<td>To fund Girard Street lower level remodel.</td>
<td>84,500</td>
<td>-</td>
<td>84,500</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td></td>
<td>307,428</td>
<td>(168,886)</td>
<td>138,542</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Jack Louws, Whatcom County Executive
    Whatcom County Council

FROM: Tawni Helms, Administrative Coordinator

DATE: August 23, 2016

SUBJECT: What-Comm User Agency Share for 911 Dispatch

Requested Action:
We are requesting Council consideration and approval of the attached 2016 budget supplemental to increase the What-Comm expenditure authority in the amount of $78,873.

Background and Purpose:
2016 User Agency Share amounts were $52,370 more than budgeted. Additionally, 2015 share amounts were underpaid for both the Sheriff’s Office dispatch in the amount of $11,290 and the County Fire Districts’ dispatch in the amount of $7,213. Year-end adjustments were paid to What-Comm in early 2016 to cover the underpayment.

This budget supplemental covers the increased amount for Whatcom County Sheriff’s Office and County Fire District Dispatch Fees in the amount of $70,783.

Funding Amount and Source:
We are asking for an increase in 2016 expenditure authority from the General Fund.

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement.

Encl.
Supplemental Budget Request

Non-Departmental

Supp'L ID # 2181  Fund 1  Cost Center 4250  Originator: Tawni Helms

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

Name of Request: User Agency Share for 911 Dispatch

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>7210</td>
<td></td>
<td>Intergov Prof Svcs</td>
<td>$70,873</td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td></td>
<td>$70,873</td>
</tr>
</tbody>
</table>

1a. Description of request:

Pays for Whatcom County Sheriff's Office and County Fire Districts' dispatch fees.

1b. Primary customers:

2. Problem to be solved:

2016 User Agency Share amounts were $52,370 more than budgeted. Additionally, 2015 share amounts were underpaid for both the Sheriff's Office dispatch in the amount of $11,290 and the County Fire Districts' dispatch in the amount of $7,213. Year end adjustments were paid to What-Comm in early 2016 to cover the underpayment.

This budget supplemental covers the increased amount for Whatcom County Sheriff's Office and County Fire District Dispatch Fees in the amount of $70,783.

3a. Options / Advantages:

N/A

3b. Cost savings:

No savings.

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:

Current Expense

Wednesday, August 24, 2016
MEMORANDUM

TO: Jack Louws, Whatcom County Executive
Whatcom County Council

FROM: Tawni Helms, Administrative Coordinator

DATE: August 23, 2016

SUBJECT: Whatcom Unified Emergency Center

Requested Action:
We are requesting Council consideration and approval of the attached 2016 budget supplemental to increase the Whatcom Unified Emergency Center expenditure authority in the amount of $36,022.

Background and Purpose:
Effective January 1, 2016 Whatcom County, on behalf of Whatcom Unified Emergency Management, began to provide and/or contract for all services required to maintain the Whatcom Unified Emergency Center. As a result the County will incur all maintenance costs associated with the joint use of the facility and will submit quarterly invoices to the City of Bellingham for their portion (50%) of the cost.

This budget supplemental covers the increased amount for Whatcom County to incur all expenses up front and seek reimbursement for 50% of the cost on a quarterly basis.

Funding Amount and Source:
We are asking for an increase in 2016 expenditure authority from the General Fund in the amount of $36,022.

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement.

Encl.
Supplemental Budget Request

Non-Departmental

Fund 1 Cost Center 4029 Originator: Tawni Helms

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

Name of Request: Whatcom Unified Emergency Operations Center

X

Department Head Signature (Required on Hard Copy Submission) Date

Costs: | Object | Object Description | Amount Requested |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4369.9001</td>
<td>Miscellaneous Revenues</td>
<td>($36,022)</td>
</tr>
<tr>
<td>6960</td>
<td>Water/Sewer</td>
<td>$5,000</td>
</tr>
<tr>
<td>6970</td>
<td>Gas</td>
<td>$9,000</td>
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<tr>
<td>6980</td>
<td>Electric</td>
<td>$12,000</td>
</tr>
<tr>
<td>7060</td>
<td>Repairs &amp; Maintenance</td>
<td>$9,022</td>
</tr>
</tbody>
</table>

Request Total $0

1a. Description of request:
Effective January 1, 2016 Whatcom County on behalf of Whatcom Unified Emergency Management began to provide and/or contract for all services required to maintain the "facility" identified as the Whatcom Unified Emergency Operations Center. As a result the County will incur all maintenance costs associated with the joint use of the facility and will submit quarterly invoice to the City of Bellingham for their portion (50%) of the cost.

Budget authority must be increased to afford 100% of the maintenance costs whereby on a quarterly basis 50% of the expenses will be remitted to the City for payment.

1b. Primary customers:
Citizens of Whatcom County

2. Problem to be solved:
Whatcom County has assumed the administrative responsibility for maintenance of the jointly used facility. The cost is equally shared between Whatcom County and the City of Bellingham.

Budget authority must be increased to afford 100% of the maintenance costs whereby 50% of the expenses will be remitted to the City for payment on a quarterly basis.

3a. Options / Advantages:
Budget Authority is required to incur expenses as described in joint use agreement contract # 201603029. The City of Bellingham will reimburse 50% of the maintenance costs for joint use of the facility.

3b. Cost savings:

n/a

4a. Outcomes:
Adequate budget authority necessary to incur 100% of the upfront maintenance costs.

4b. Measures:

5a. Other Departments/Agencies:
Division of Emergency Management oversees expenses related to facility maintenance. Whatcom

Wednesday, August 24, 2016
Supplemental Budget Request

Non-Departmental

<table>
<thead>
<tr>
<th>SuppID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>2186</td>
<td>1</td>
<td>4029</td>
<td>Tawni Helms</td>
</tr>
</tbody>
</table>

County Facilities Management provides facility maintenance.

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

Division of Emergency Management. John Gargett and Francis Burkhart oversee all expenses incurred at the facility.
Whatcom County Facilities Management provides maintenance. Mike Russell manages the maintenance.

6. Funding Source:

General Fund
Supplemental Budget Request

Status: Pending

<table>
<thead>
<tr>
<th>Health</th>
<th>Human Services</th>
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<tbody>
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<td>Suppl ID #: 2185</td>
<td>Fund: 1</td>
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<tr>
<td></td>
<td>Cost Center: 671200</td>
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<tr>
<td></td>
<td>Originator: Patty Proctor</td>
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</tbody>
</table>

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

Name of Request: HARP funding

[Signature]

Department Head Signature (Required on Hard Copy Submission)

Date: 5/24/14

<table>
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<th>Object Description</th>
<th>Amount Requested</th>
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<td>NSMHA Medicaid Admin</td>
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<tr>
<td>6610</td>
<td>Contractual Services</td>
<td>$80,550</td>
<td></td>
</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>($7,314)</td>
<td></td>
</tr>
</tbody>
</table>

1a. Description of request:
The funding is for the Housing Assistance Rental Program funded through the North Sound Behavioral Health Organization. This is ongoing funding that is passed through to the Homeless Service Center for the benefit of low income residents of Whatcom County.

1b. Primary customers:
Low income residents of Whatcom County

2. Problem to be solved:
This funding helps bridge the housing to wages gap for low income residents of Whatcom County.

3a. Options / Advantages:
Whatcom County Health Department currently received funding from North Sound Behavioral Health Organization. This amendment provides additional funding for the homeless housing programs.

3b. Cost savings:

4a. Outcomes:
Residents will be able to find housing

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
North Sound Behavioral Health Organization
Supplemental Budget Request

Status: Pending

Health

Communicable Disease & Epidemiology

Suppl ID # 2167  Fund 1 Cost Center 627615 Originator: Patty Proctor

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

Name of Request: HPV Immunization Project

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tbody>
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<tr>
<td>6320</td>
<td>Office &amp; Op Supplies</td>
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<tr>
<td>6330</td>
<td>Printing</td>
<td>$2,000</td>
</tr>
<tr>
<td>6370</td>
<td>Medical Supplies</td>
<td>$9,283</td>
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<tr>
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<td>7190</td>
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Request Total: ($9,517)

1a. Description of request:
This project will promote disease prevention/immunization with emphasis on increasing rates of HPV vaccine. Our strongest attribute lies with our community partners. We participate in Washington State’s Vaccine for Children program and consult with over 30 health care clinics to ensure safe and viable vaccines. Our ties to the local university and to our school districts are strong and we have worked with both entities in the past to hold mass vaccination clinics during outbreaks and as immunization needs have been identified.

1b. Primary customers:
• Whatcom County healthcare providers
• 9 to 26 year olds and parents

2. Problem to be solved:
Low vaccine rates for human papilloma virus vaccine which can prevent most genital warts and most cases of cervical cancer.

3a. Options / Advantages:
The goal of this grant is to provide an infrastructure to educate healthcare providers, adolescents and parents about HPV infection and HPV vaccine. Vaccination for HPV is highly recommended but is not required by law in Washington State, it is also a newer vaccine approved in 2006, many adolescents start the series of three injections but do not complete. Reasons cited by parents for not vaccinating or not planning to vaccinate their adolescent include: lack of knowledge about the vaccine, belief that the vaccine is not necessary, concerns about safety of the vaccine and side effects, it was not recommended to them, and their adolescent is not sexually active.

"HPV infection in the U.S. is widespread; there are more than 14 million new infections annually, and it is..."
Supplemental Budget Request

**Health**

| Supp1 ID # 2167 | Fund 1 | Cost Center 627615 | Originator: Patty Proctor |

estimated that 50% of sexually active men and women will get HPV at some point in their lives. Almost 50% of new infections occur in women ages 15-24. There are more than 150 strains of HPV, and while most cases of HPV infection usually resolve on their own, there are more than 40 strains that can cause cancer. In particular, HPV is related to almost 100% of cervical cancer cases, with two strains (16 and 18) related to approximately 70% of cervical cancer cases. While cervical cancer is the main concern with HPV, the infection affects both women and men and is also known to cause oral, anal, vulvar, vaginal and penile cancers, as well as genital warts. "http://kff.org/womens-health-policy/fact-sheet/the-hpv-vaccine-access-and-use-in/

3b. Cost savings:

Financial issues can play an important role in whether or not women are screened for cervical cancer. Women with lower incomes and those without health insurance are less likely to be screened. Prevention of cervical cancer is possible through vaccination for HPV.

"To date, no study has reported on the cost of treating cervical cancer among Medicaid beneficiaries younger than 65 years of age. Administrative data from the North Carolina Medicaid program linked with cancer registry data were used to analyze total Medicaid costs for these patients and the incremental costs of cervical cancer care at 6 and 12 months from diagnosis. Total Medicaid costs at 6 months after diagnosis were $3,807, $23,187, $35,853, and $45,028 for in situ, local, regional, and distant cancers, respectively. The incremental cost of cancer treatment for local and regional cancers was $13,935 and $26,174 and by 12 months increased to $15,868 and $30,917, respectively." http://kff.org/womens-health-policy/fact-sheet/the-hpv-vaccine-access-and-use-in/

4a. Outcomes:

1. Improve HPV immunization rates for qualified Whatcom County residents.
2. Utilize the following evidence based practice methods
   - Education for clinic staff re: HPV, WAIIS, and adolescent targeted motivational interviewing
   - Employ electronic education methods, (ie electronic tablets), for adolescents/parents, clinic staff, school nurses and other partners
   - Recall/reminder program as per WAIIS system
3. Reach out to adolescents and parents at back to school nights.
4. Utilize community partnerships to leverage resources and expertise to maximize the grant award in meeting mutual adolescent immunization goals, and create an infrastructure for future use in the LHJ.

4b. Measures:

Data source: Washington State Immunization Information System
Comprehensive Clinic Assessment Software Application: CoCASA

5a. Other Departments/Agencies:

Within Reach
Immunity Community
School Nurses
Local Healthcare providers and clinic staff
Area Nursing Programs (BTC, WCC, WWU)

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

Nancy Poulin, supervisor for the Immunization program will lead team of WCHD PHNs:
- Conducting assessment (ILT review, baseline survey of providers about readiness to address vaccine hesitancy and knowledge base about HPV vaccine, pull baseline data from WAIIS)
- Planning education for participants, data recording, purchasing electronics, arrange meetings and educational events.
- Implementation: support partners in implementation activities, facilitate educational events for participants.
- Evaluation: analyze data, recognition of outstanding achievement.

6. Funding Source:

Group Health Foundation grant

Thursday, August 25, 2016
Supplemental Budget Request

Health

Fund 124
Cost Center 124100
Originator: Patty Proctor

Human Services

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

Name of Request: Lower Level Remodel - Girard

Department Head Signature (Required on Hard Copy Submission) 8/24/14

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1a. Description of request:
This request will fund the creation of four additional staff offices in the lower level of the Girard Street Health Department building. This remodel addresses immediate space shortages that would have been addressed in the multi-building remodel and move that has been put on indefinite hold.

1b. Primary customers:
Human Services staff within the Health Department

2. Problem to be solved:
Large open spaces in the lower level are currently underutilized. Minor upgrades that create dedicated office spaces will allow for full utilization of space. Staff meet with community members and clients and have a need confidential space that currently isn't available.

3a. Options / Advantages:
The offices will allow for confidential meetings with citizens.

3b. Cost savings:

4a. Outcomes:
Confidential space for staff meeting with public.

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
Chemical Dependency and Mental Health Program Fund
### TITLE OF DOCUMENT: Amendment No.2 to Ordinance No. 2014-083 Establishing the Cedar Hills/Euclid Storm Water Improvements Fund and Establishing a Project Based Budget for Cedar Hills/Euclid Storm Water Improvements

### ATTACHMENTS: Ordinance Amendment, Exhibit A, Supplemental Budget Request, and Memorandum

### 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.)

Amendment No 2 to the Cedar Hills/Euclid Storm Water Improvements Fund Project Budget requests additional appropriation authority of $260,000 for a new Project Based Budget total of $1,555,586.
ORDINANCE NO.___________

AMENDMENT NO. 2 TO ORDINANCE NO. 2014-083 ESTABLISHING THE CEDAR HILLS/EUCLID STORM WATER IMPROVEMENTS FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR CEDAR HILLS/EUCLID STORM WATER IMPROVEMENTS

WHEREAS, the Lake Whatcom Comprehensive Stormwater Management Plan identified the Cedar Hills/Euclid Natural Drainage Retrofit as a high priority capital improvement project, and

WHEREAS, construction work is currently underway for this project through a contract with Stremler Gravel, and

WHEREAS, this request will fund additional unanticipated expenses of installing alternative infiltration swale media required by Department Of Ecology, relocation of two waterlines impeding our facilities construction and provide for additional traffic control labor necessary to improve site safety during construction, and

WHEREAS, these additional expenses will be funded by water main relocation reimbursements from Lake Whatcom Water and Sewer District and unspent Real Estate Excise Tax II funds re-allocated from the Academy Road Stormwater Improvement Project, and

WHEREAS, the budget expenditure authority is now being requested in this project-based budget fund,

NOW THEREFORE BE IT ORDAINED by the Whatcom County Council that Ordinance No. 2014-083 is hereby amended adding $260,000 of expenditure authority, as described in Exhibit A, to the original project budget of $1,295,586, for a total amended project budget of $1,555,586.

ADOPTED this _____ day of ______, 2016.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM: ( ) Approved ( ) Denied

Jack Louws, Executive

Date: _________________________

Civil Deputy Prosecutor
## EXHIBIT A

### CEDAR HILLS/EUCLID STORMWATER IMPROVEMENTS

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|          | Revenues                           |                        |                               |                              |
| 4334.0311| Dept of Ecology Grant              | $665,586               | $0                            | $665,586                     |
| 4337.0002| Lake Whatcom Water & Sewer Distr.  | $0                     | $125,000                      | $125,000                     |
| 8301.169 | Flood Fund Transfer                | $10,000                | $0                            | $10,000                      |
| 8301.324 | REET II Transfer                   | $620,000               | $135,000                      | $755,000                     |
|          |                                    | **$1,295,586**         | **$260,000**                  | **$1,555,586**               |
MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director

FROM: Rob Ney, Special Projects Program Manager
Kirk N. Christensen, P.E., Stormwater Manager

cc: Brad Bennett, Manager, AS-Finance
Randy Rydel, Financial Services Manager Supervisor, Public Works-Admin

DATE: August 29, 2016

RE: 2016 Budget Supplemental #2148 - Cedar Hills-Euclid Stormwater Improvements

Please find attached for approval a supplemental budget request from Public Works-Stormwater for the Cedar Hills-Euclid Stormwater Improvements project.

- **Background and Purpose**
The Lake Whatcom Comprehensive Stormwater Management Plan identified high priority Capital Improvement Projects (CIPs) to address water quality. CIP-10 Natural Drainage Retrofits Cedar Hills/Euclid is one of these CIPs. Construction work is currently underway for this CIP through a contract with Stremler Gravel. The Stormwater Division was successful in obtaining a Combined Water Quality Financial Assistance grant from the Department of Ecology (DOE) to aid in funding the design and construction of the stormwater retrofits.

This request will fund the additional unanticipated expense of installing alternative bio-infiltration swale media required by DOE, relocation of two waterlines impeding our facilities construction (reimbursed by the Lake Whatcom Water and Sewer District) and provide for additional traffic control labor necessary to improve site safety during construction.

- **Funding Amount and Source**
This request in the additional amount of $260,000 will be funded by allocated REET funds, Lake Whatcom Water and Sewer District reimbursement of water main relocation, and added to a grant from Washington State Dept. of Ecology (WQC-2016-WhCoPW-00046, Whatcom County Contract No. 201511024).

Please contact Kirk at extension 6297 if you have any questions regarding this request.

Attachment
Supplemental Budget Request

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

**Name of Request:** Cedar Hills-Euclid Stormwater Improvements CO1

Department Head Signature (Required on Hard Copy Submission)  
Date: 8/29/16

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<td>8301.324</td>
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**Request Total:** $0

1a. **Description of request:**

This request will fund the additional unanticipated expense of installing alternative bio-infiltration swale media required by DOE, relocation of two waterlines impeding our facilities construction (reimbursed by the Lake Whatcom Water and Sewer District) and provide for additional traffic control labor necessary to improve site safety during construction. This is a water quality improvement project that will design and construct low impact development stormwater control facilities and stormwater treatment facilities specifically designed to remove phosphorus in urban runoff draining to Euclid Creek which flows to Lake Whatcom. The principal method of treatment and flow control will be street-side bio-infiltration interspersed along residential streets and between driveways. Stormwater filter vaults will also be installed where site conditions allow. This project will also address an eroded channel that flows to Euclid Creek by stabilizing and restoring banks.

1b. **Primary customers:**

The primary customers of this project are the citizens of Whatcom County, residents of the City of Bellingham, and anyone who benefits from recreational use of Lake Whatcom.

2. **Problem to be solved:**

This project addresses the problem of water quality. Lake Whatcom supplies drinking water to approximately 100,000 residents in the Bellingham area. Elevated levels of phosphorus have caused Lake Whatcom to be placed on Washington State’s 303(d) listing as an impaired waterbody. This project will treat and infiltrate stormwater runoff to reduce phosphorus loading to Lake Whatcom. It will also reduce peak flows and pollutant loading to Euclid Creek. The alternative treatment media funded by this supplement will improve phosphorus removal and additional traffic control will improve site safety.

3a. **Options / Advantages:**

Moving forward with this request will substantially improve phosphorus removal and site safety.
3b. Cost savings:
The failure to reduce phosphorus loading to Lake Whatcom can result in costly removal/treatment of excessive algae blooms, increased costs for maintaining drinking water filters, reduced use of Lake Whatcom as fishing and recreational facility, and the overall deterioration of the biological function of the watershed. This project will contribute to the overall goal of water quality and assist with meeting the TMDL requirements of retrofitting development to mimic the phosphorus loading of a forested watershed.

4a. Outcomes:
The construction of the bio-infiltration facilities, the installation of the Stormwater Filter vaults and the channel stabilization work will be completed by the end of the 2016 Lake Whatcom work window. At this time the facilities will be on-line and will begin to treat stormwater entering Euclid Creek and Lake Whatcom.

4b. Measures:
The construction and installation of the stormwater facilities will indicate that the project outcomes have been met. In addition, the Stormwater division intends to fit one of the bio-infiltration facilities for effectiveness monitoring. This monitoring will assist the Stormwater division in quantifying in-field phosphorus reduction and provide information for the continuing improvement of water quality design work in the Lake Whatcom watershed.

5a. Other Departments/Agencies:
This project installs stormwater facilities that will require future maintenance. Maintenance staff will be responsible for replacing filter cartridges and regular inspections of the bio-infiltration facilities.

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

6. Funding Source:
Funding will come from the following two (2) sources:

1) $125,000 Lake Whatcom Water and Sewer District Interlocal Agreement

2) $135,000 REET funds that were unspent from the Academy Road Stormwater Improvement Project due to the receipt of multiple grants.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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<th>Initial</th>
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TITLE OF DOCUMENT:
Repeal WCC Chapter 8.06 and establish WCC Chapter 24.14.

ATTACHMENTS:
- Memo to Executive, WCC Chapters 8.06 and 24.14
- Ordinance_SmokingVapingInPublicPlaces
- Exhibit A, County Code 24.14_SmokingVapingInPublicPlaces
- Community Feedback on E-Cigarettes & Vaping

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

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
The purpose of the proposed Ordinance is to repeal WCC Chapter 8.06 and establish WCC Chapter 24.14.

COMMITTEE ACTION:
8/9/2016: Discussed

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.
Memorandum

TO: Jack Louws, Whatcom County Executive
FROM: Regina A. Delahunt, Director
DATE: July 20, 2016
RE: Ordinance Smoking and Vaping in Public Places and Establishing WCC Chapter 24.14

The attached ordinance to be considered by the Health Board establishes Whatcom County Code Chapter 24.14 as specified in Exhibit A to adopt the Washington State Smoking in Public Places Law, Chapter 70.160 RCW, by reference and to expand the prohibition on smoking to include the use of vapor products in public places and places of employment in Whatcom County. The ordinance also repeals Whatcom County Code Chapter 8.06, incorporating its provisions into the new Chapter 24.14.

The ordinance and code will provide a more comprehensive approach to regulating both smoking and vaping in public places. These regulations will positively impact emerging concerns that have been identified in Whatcom County over the past several years, as outlined in the ordinance.

In January of 2016, the Public Health Advisory Board recommended County staff develop policy language to regulate vapor product use in Whatcom County. Public feedback, collected through community surveys, public listening sessions and other means, demonstrated support for regulation.

These items align with the Washington State Legislature enacted ESSB 6328 in 2016, establishing Chapter 38, Vapor Products in Title 70 RCW, which allows political subdivisions to further regulate the use of vapor products in indoor public places.

Please contact Joe Fuller at ext. 6045 or Amy Hockenberry at ext. 6052 if you have any questions.
PROPOSED BY: Health

INTRODUCTION DATE:

ORDINANCE NO. _________

AN ORDINANCE ADOPTING A
SMOKING AND VAPING IN PUBLIC PLACES LAW

WHEREAS, extensive medical and scientific research confirms that secondhand smoke is harmful to individuals who smoke and to non-smoking adults and children causing eye, nose and throat irritation, aggravating lung and heart diseases including emphysema, and is linked to various kinds of cancers; and

WHEREAS, the Washington State Legislature has recognized the public health impact of secondhand smoke and enacted Chapter 70.160 RCW, the Washington Clean Indoor Air Act, and the People of the Washington State have revised Chapter 70.160 RCW through Initiative 901 to further protect the public from hazardous environmental smoke, which passed by voter approval and became effective in December 2005 as the Smoking in Public Places law; and

WHEREAS, Chapter 70.160 RCW empowers local health departments to enforce the duties of owners or persons in control of public places and places of employment to ensure establishments are in compliance with the Smoking in Public Places law; and

WHEREAS, Chapter 70.160 RCW authorized local health departments to adopt regulations as required to implement the chapter; and

WHEREAS, vapor products including electronic cigarettes (e-cigarettes) commonly contain nicotine, a highly addictive drug that negatively impacts the developing brain and present a substantial risk of nicotine or other substance addiction; and

WHEREAS, Whatcom County has experienced a significant increase in youth usage of e-cigarettes and other vapor products; and

WHEREAS, local data shows that 26% of Whatcom County twelfth grade students reported past month e-cigarette use in 2014, a nine-fold increase from 5% in 2012; and

WHEREAS, Whatcom County youth report nearly twice as much e-cigarette use than combustible tobacco cigarette use; and

WHEREAS, e-liquids consumed in vapor products can contain marijuana or THC concentrates and may also be used for the purpose of illegal drug use; and

WHEREAS, the use of vapor products in public places and places of employment complicates enforcement of laws prohibiting smoking and use of marijuana in public places and places of employment; and

WHEREAS, the use of vapor products has not been proven safe and vapor products have not been approved for use as smoking cessation aids by the United States Food and Drug Administration; and

WHEREAS, scientific analysis, including by the United State Food and Drug Administration, shows the vapor or aerosol emitted by the use of vapor products contains particles of solvents, flavorings, and chemical byproducts produced in the heating process that may result in adverse health consequences from direct or passive exposure, especially
Ordinance SmokingVapingInPublicPlaces

in vulnerable populations such as children, pregnant women, and individuals with
compromised lung function or cardiovascular conditions; and

WHEREAS, the lack of regulations prohibiting vaping in public places sends a mixed
message to youth, may renormalize the use of nicotine, and may adversely impact the
health of both vapor product users and non-users; and

WHEREAS, the Washington State Legislature enacted ESSB 6328 in 2016, establishing
Chapter 38, Vapor Products in Title 70 RCW, which regulates the sales and promotion of
vapor products, prohibits vaping in certain public places where children congregate, and
allows political subdivisions to further regulate the use of vapor products in indoor public
places; and

WHEREAS, Whatcom County Code Chapter 8.06 Smoking in the Workplace does not
address the use of vapor products and does not prohibit smoking in public places as
comprehensively as the Washington Smoking in Public Places law 70.160 RCW; and

WHEREAS, the majority of public feedback received in Whatcom County supports
regulation of e-cigarettes and vaping; and

WHEREAS, the quality of individual citizen’s health, access to clean air, and benefit to
public health and safety are a priority; and

WHEREAS, reduced access and exposure to smoking and vaping for children and youth
promote a healthier environment.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council, acting as the Whatcom
County Health Board, that Whatcom County Code Chapter 8.06 Smoking in the Workplace is
repealed; and

BE IT FURTHER ORDAINED that Whatcom County Code Chapter 24.14 is established as
specified in Exhibit A to adopt the Washington State Smoking in Public Places Law, Chapter
70.160 RCW, by reference and to expand the prohibition on smoking to include the use of
vapor products in public places and places of employment in Whatcom County.

ADOPTED this ___ day of __________, 20___.

ATTEST: 

WHATCOM COUNTY HEALTH BOARD
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Health Board Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

______________________________

Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved          ( ) Denied

Date Signed: ____________________
Exhibit A

Chapter 24.14
Smoking and Vaping in Public Places

Sections
24.14.010 Authority, Applicability, and Intent
24.14.020 Adoption by Reference of Chapter 70.160 RCW
24.14.030 Definitions and Local Supplemental Definitions Relative to Chapter 70.160 RCW
24.14.050 Vaping Prohibited Within Twenty-five Feet of Public Places or Places of Employment - Application to Modify Presumptively Reasonable Minimum Distance
24.14.060 Required Signage
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24.14.080 Enforcement Procedures
24.14.090 Severability
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A. The statutory authority for the adoption of this Chapter is provided in Chapter 70.160 RCW, Smoking in Public Places, the amendments to Title 70 RCW set forth in 2016 Washington Laws, 64th Leg., 1st Special Session, Chapter 38, Vapor Products, and the authority of Chapter 70.05 RCW to preserve, promote, and improve the public health.

B. These regulations apply to the prohibition of smoking and the prohibition of use of vapor products in indoor public places and places of employment.

C. These regulations supplement but do not replace the regulations adopted by the United States Food and Drug Administration and the regulations enacted by the state of Washington and enforced by the Liquor and Cannabis Board regarding the licensure and regulation of vapor product promotions and sales at retail.

D. This regulation is not intended to restrict vaping in private facilities which are occasionally open to the public, except upon the occasions when a facility is open to the public.

E. This regulation does not preclude or prohibit any property owner from implementing "no smoking"
and/or "no vaping" policies on, or within, any property or structures under their control.

F. Nothing contained in this regulation is intended to be nor shall be construed to create or form the basis for, any liability on the part of the Whatcom County Health Department or its officers, employees or agents, for any injury or damage resulting from the failure of any person subject to these rules and regulations to comply with these rules and regulations, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of these rules and regulations on the part of the Health Department.

24.14.020 Adoption by Reference of Chapter 70.160 RCW.

Chapter 70.160 RCW known as Smoking in Public Places is adopted and incorporated in this Chapter by reference.

24.14.030 Definitions and Local Supplemental Definitions Relative to Chapter 70.160 RCW.

Pursuant to the authority provided by Chapter 70.160 RCW and for the sake of clarity in the application of Chapter 70.160 RCW, the following local supplemental definitions relative to certain terminology found in Chapter 70.160 RCW are adopted and the following specific definitions shall apply:

A. "Chapter" means a chapter in Whatcom County Code.

B. "County" means Whatcom County.

C. "Employee" means any individual who is employed by an employer in return for the payment of direct or indirect monetary wages, benefit, or profit, any individual who volunteers his or her services to an employer for no monetary compensation or any individual who performs work or renders services, for any period of time, at the explicit or implicit direction of an owner, shareholder, member, lessee or other person in charge of a place that is subject to the provisions of this ordinance.

D. "Employer" means any person, sole proprietorship, partnership, corporation, association, nonprofit organization, or other entity of any kind that pays another person direct or indirect monetary wages, profit or provides any other benefit in consideration for such other person's providing services on the premises of the employer. "Employer" shall also mean the owner(s), shareholders or member(s) respectively of a sole proprietorship, corporation or Limited Liability Corporation, association, nonprofit organization, or other business entity.

E. "Health Officer" means the Health Officer of Whatcom County, or the Health Officer's designee.

F. "Indoor public place" means that portion of any building or vehicle used by and open to the public, regardless of whether the building or vehicle is owned in whole or in part by private persons or
entities, the state of Washington, or other public entity, and includes a presumptively reasonable minimum distance, as set forth in Section 24.14.050 of this Chapter, of twenty-five (25) feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited. Public places include, but are not limited to: Schools, elevators, public conveyances or transportation facilities, taxis, buses, for hire conveyances, museums, concert halls, theaters, auditoriums, exhibition halls, indoor sports arenas, hospitals, nursing homes, health care facilities or clinics, enclosed shopping centers, retail stores, retail service establishments, financial institutions, educational facilities, ticket areas, public hearing facilities, state legislative chambers and immediately adjacent hallways, public restrooms, libraries, restaurants, waiting areas, lobbies, bars, clubs, taverns, bowling alleys, skating rinks, casinos, reception areas, and no less than seventy-five (75) percent of the sleeping quarters within a hotel or motel that are rented to guests. Indoor Public Place also means any public or private place that is open to the general public regardless of whether dues, cover charges or a fee is charged or there are restrictions such as an age requirement for the privilege of admission, and includes any place used by a membership association or club at which non-member guests are present or permitted. This Chapter is not intended to restrict smoking in private facilities, which are occasionally open to the public except upon the occasions when the facility is open to the public. An indoor public place does not include a private residence unless the private residence is used to provide licensed childcare, foster care, adult care, or other similar social service care on the premises.

G. "Place of employment" means any area under the control of a public or private employer which employees are required to pass through during the course of employment, including, but not limited to: Entrances and exits to the places of employment, and including a presumptively reasonable minimum distance, as set forth in Section 24.14.050 of this Chapter, of twenty-five (25) feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where smoking is prohibited; work areas; restrooms; conference and classrooms; break rooms and cafeterias; and other common areas. Place of employment also means an outdoor venue or workspace that is adjacent to or enjoined with a business enterprise or work environment where employees are required to pass through during the course of employment; including but not limited to food/drink service areas such as on decks or outdoor areas. A private residence or home-based business, unless used to provide licensed childcare, foster care, adult care, or other similar social service care on the premises, is not a place of employment.

H. "Retail outlet" means a place of business in Whatcom County from which vapor products are sold to customers, but does not include any business licensed or endorsed for the sale of recreational or medical marijuana by the state of Washington and/or the Washington State Liquor and Cannabis Board.

I. "Smoke" or "smoking" means the carrying, use or smoking of any kind of lighted, combustible, smoldering, or burning cigarette, pipe, cigar or other lighted smoking equipment including but not limited to tobacco, flavored tobacco products such as shisha, or marijuana.
J. “Tasting” means to try or taste a vapor product in a retail outlet where entry is restricted to persons eighteen years of age or older.

K. "Vape" or "Vaping" means the use of a vapor product, or the act of inhaling/exhaling the vapor or aerosol from a vapor product.

L. "Vapor product" means any: (a) device that employs a battery or other mechanism to heat a solution or substance to produce a vapor or aerosol intended for inhalation; (b) cartridge or container of a solution or substance intended to be used with or in such a device or to refill such a device; or (c) solution or substance intended for use in such a device, including, but not limited to, concentrated nicotine. "Vapor product" includes any electronic cigarettes, electronic nicotine delivery systems, electronic cigars, electronic cigarillos, electronic pipes, vape pens, steam stones, or similar products or devices, as well as any parts that can be used to build such products or devices. "Vapor product" does not include any drug, device, or combination product that has been approved by the United States Food and Drug Administration for legal sales for use as a smoking cessation product or other medical purposes, and is marketed and sold for such approved purpose.


No person may smoke or use a vapor product in an indoor public place or in any place of employment except for the purpose of tastings within the premises of a vapor product retail outlet pursuant to amendments to Title 70 RCW set forth in 2016 Washington Laws, 64th Leg., 1st Special Session, Chapter 38, Vapor Products.


Use of vapor products is prohibited within a presumptively reasonable minimum distance of twenty-five (25) feet from entrances, exits, windows that open, and ventilation intakes that serve an enclosed area where use of vapor products is prohibited so as to ensure that vapor does not enter the area through entrances, exits, open windows, or other means. Owners, operators, managers, employers, or other persons who own or control a public place or place of employment may seek to rebut the presumption that twenty-five (25) feet is a reasonable minimum distance by making application to the director of the local health department or district in which the public place or place of employment is located. The presumption will be rebutted if the applicant can show by clear and convincing evidence that, given the unique circumstances presented by the location of entrances, exits, windows that open, ventilation intakes, or other factors, vapor will not infiltrate or reach the entrances, exits, open windows, or ventilation intakes or enter into such public place or place of employment and, therefore, the public health and safety will be adequately protected by a lesser distance.

In addition to requirements for signs prohibiting smoking as adopted by reference from Chapter 70.160 RCW, owners, or in the case of leased or rented space the lessee or other person in charge, of a place regulated under these regulations shall post signs prohibiting the use of vapor products. Signs shall be posted conspicuously at each building entrance. Signs prohibiting the use of vapor products may be combined with signs prohibiting smoking, such as "No Smoking. No Vaping." or "No Smoking or Vaping Allowed." or "No Smoking or Vaping Allowed within 25 Feet of Doorman or Entrance."


No retail outlet may offer a tasting of vapor products unless all of the following conditions are met.

A. The retail outlet is licensed by the state of Washington as a vapor product retailer pursuant to amendments to Title 70 RCW set forth in 2016 Washington Laws, 64th Leg., 1st Special Session, Chapter 38, Vapor Products, or is a vapor product retailer already in existence as of the effective date of this ordinance that has applied to the state for a license within thirty days of the Washington State Liquor and Cannabis Board prescribing the form for an application for a license, is in the process of being so licensed, and whose application has not been denied.

B. Pursuant to amendments to Title 70 RCW set forth in 2016 Washington Laws, 64th Leg., 1st Special Session, Chapter 38, Vapor Products, the retail outlet restricts entry to its premises to persons eighteen years or older, products are tasted only within the retail outlet's premises and are not removed from within the premises by the customer, and a disposable mouthpiece tip or a disposable device is used if the customer is tasting from a vapor device owned and maintained by the retailer.

C. Except for the limited and immediate purpose of tasting a vapor product solution or testing a device, the retail outlet does not allow the consumption or use of any vapor products within its premises, including vapor products purchased for personal use from the retail outlet or brought into the retail outlet premises by any person, including employees.


A. The Health Officer is authorized to enforce the restrictions and requirements of this Chapter, including the imposition of Civil Penalties, in accordance with Chapter 24.07 of the Health Code and the following subsections.

B. The Health Officer or his/her duly authorized inspector shall have the authority to seek entry and inspect any building, structure, property, or portion thereof, at reasonable times for the purposes of determining compliance with or enforcing the provisions of this Chapter. The Whatcom County Health Department may work with the Washington State Liquor and Cannabis Board to conduct inspections.
to assure compliance.


Should any section, subsection, paragraph, sentence, clause or phrase of this Chapter be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this regulation.

24.14.100 References to State Law.

Any and all reference to state statues are in effect as referenced above or as hereinafter amended by state authority.

24.14.110 Effective Date.

This Ordinance shall take effect and be in force thirty (30) days after its passage.
Community Feedback on

E-Cigarettes & Vaping

May 10, 2016

Background: Youth e-cigarette and vaporizer use has risen significantly in Whatcom County over the past few years. The Health Department collected public feedback from Whatcom County residents about potential policy options that could help to protect youth and the larger community.

A community survey was disseminated to collect public feedback during the month of April, 2016. A total of 613 responses were collected during that time. A summary of those results is included in this report, including these highlights:

- More than 7 in 10 (72%) supported expanding the Smoking in Public Places (SIPP) law to include e-cigarettes and vaping
- 91% supported other types of regulation

PROFILE OF PARTICIPANTS

Q3 Please identify areas that describe you (check all that apply):

Answered: 613 Skipped: 0

<table>
<thead>
<tr>
<th>Category</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Youth (under 18)</td>
<td>13.54%</td>
</tr>
<tr>
<td>Parent (child under 18)</td>
<td>36.05%</td>
</tr>
<tr>
<td>Parent (child over 18)</td>
<td>27.73%</td>
</tr>
<tr>
<td>Adult (over 18, non-parent)</td>
<td>26.55%</td>
</tr>
<tr>
<td>College Student</td>
<td>5.55%</td>
</tr>
<tr>
<td>Public Schools (sta...)</td>
<td>8.81%</td>
</tr>
</tbody>
</table>

Participation also came from local businesses, including 29 retailers, 16 restaurants, 4 vape shops, 3 bars, and 1 marijuana retailer.
SUPPORT FOR EXPANDING SIPP TO PROHIBIT VAPING

The Smoking in Public Places (SIPP) law prohibits smoking in all restaurants, bars, and indoor workplaces, among other locations. Local support for expanding SIPP to include vaping and vapor products was gauged in the survey, and found that a majority of community members supported its inclusion.

Support for expanding the Smoking in Public Places (SIPP) law to prohibit vaping?

- More than 7 in 10 (72%) support including e-cigarettes an vaping into existing SIPP, with an additional 10% reporting a neutral position.

Although 18% indicated they were not in favor, some comments from those respondents either reflected inaccurate information “they are just water vapors,” or actually cited a positive health benefit for regulations, such as clean air.

SUPPORT FOR EXPANDING SIPP TO PROHIBIT VAPING (BY POPULATION)

Although the simple majority of each population was supportive of expanding SIPP to including vaping, strong support was demonstrated by schools representatives (staff), youth, parents of children under 18, and parents of children over 18. Even though college students showed the lowest direct support, the difference fell largely to “not sure,” and not as opposed.

<table>
<thead>
<tr>
<th></th>
<th>“Yes”</th>
<th>“No”</th>
<th>“Not Sure”</th>
<th>Respondents per Category*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schools</td>
<td>85%</td>
<td>2%</td>
<td>13%</td>
<td>54</td>
</tr>
<tr>
<td>Youth (under 18)</td>
<td>77%</td>
<td>13%</td>
<td>10%</td>
<td>83</td>
</tr>
<tr>
<td>Parent (child &lt;18)</td>
<td>75%</td>
<td>15%</td>
<td>10%</td>
<td>221</td>
</tr>
<tr>
<td>Parent (child &gt;18)</td>
<td>72%</td>
<td>18%</td>
<td>10%</td>
<td>170</td>
</tr>
<tr>
<td>Adult (non-parent)</td>
<td>63%</td>
<td>24%</td>
<td>13%</td>
<td>175</td>
</tr>
<tr>
<td>College Student</td>
<td>56%</td>
<td>21%</td>
<td>23%</td>
<td>34</td>
</tr>
</tbody>
</table>

*Respondents could identify more than one category, allowing for some duplication (613 total surveys collected; 737 categories selected for this question)

SUPPORT FOR VAPE FREE PARKS

Support for vape free parks quantitatively amounted to less than expansion of SIPP, but it still left roughly 80% of the population as either supportive (65%) or neutral/not sure (15%).
Q5 Do you support vape-free parks?

Answered: 488  Skipped: 115

64.66% Yes  20.88% No  14.46% Not Sure

FEEDBACK FOR SUPPORTING VAPING REGULATIONS (BY TOPIC AREAS)

Respondents answered the question “How would prohibiting vaping in public places impact you?” 613 total surveys were collected of which 230 individuals provided comments that were categorized below. A small portion of comments addressed more than one topic area (i.e. benefits of clean air as well as reduced exposure to children), in which case their response was counted in more than one topic category.

Feedback by Topic Areas

- 88% of the comments were either favorable (73%) or neutral (15%) about including e-cigarettes and vaping into existing SIPP
While responses were categorized into themes that emerged, examples of feedback received are provided. Comments supporting regulation, and comments not supporting regulation, are both included.

In Favor:

- “I would love to see this happen as soon as possible and I know that our community would support this. Let’s do it!”
- “I would be glad to keep it away from my kids”
- “It would allow me to use public spaces knowing that the air will be clean and free of harmful chemicals”
- “It would help protect air quality for all public space users”
- “Improves the health of the community by limiting exposure to chemicals in second-hand vapor. I think it should be treated just like smoking cigarettes”
- “My kids wouldn’t need to worry about walking through a smoke cloud”
- “The smoke and steam from vaping irritates my throat and lungs. It would make it more comfortable for me to use those spaces. I also understand that second hand vaping is harmful to my health”
- “We don’t always know what is being vaped”
- “It would minimize the risk of my three young children getting exposed to potentially dangerous metals and other hazardous chemicals in the air”
- “I think it would help with social norming and setting a positive example for young people, because they would have less exposure to it”
- “My son was five when he was diagnosed with cancer. It nearly killed him. He should be allowed to enjoy parks without being affected by second hand smoke”
- “As an asthmatic person, I like being able to breathe without any vaping or smoke nearby”

Not In Favor:

- “As an occasional smoker myself, I would be forced to limit my use in particular places”
- “Restricts my rights”
- “It would make it harder for me to vape when and where I would like to vape”
- “I vape and go a lot of places with my children. I avoid smoking as much as possible and vaping is something I find is safer for my children”
- “It would restrict my ability to enjoy public places”
- “It would make it so that a lot of places can’t be vaped in or around that are specifically there for that purpose”
- “There’d be more people smoking and tossing butts”
- "I would have to reconsider cigarettes at that point. They're more convenient and vaping would be just as restricted so at that point I might as well go back to them"

### FEEDBACK FOR SUPPORTING VAPING REGULATIONS (BY TYPE OF REGULATION)

The community survey included a list of potential policy options where respondents could identify their level of support. Following release of the survey, Senate Bill 6328 was passed, which either directly preempted local jurisdiction from taking action in these areas, or assigned regulatory authority of these items to a designated state agency. With these items acted upon at the state level, only two options are available for local action, including the expansion of SIPP to include vaping and vapor products, and restricting the use of vapor products at parks. The results of this local feedback, however, have been included below.

**Q6 Would you like to see a local vaping ordinance include any of the following:**

<table>
<thead>
<tr>
<th>Prohibit possession</th>
<th>81.32%</th>
<th>11.71%</th>
<th>6.96%</th>
</tr>
</thead>
<tbody>
<tr>
<td>of vapor products</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>e-cigarettes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>by minors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prohibit vapor product sales to minors by requiring proof of age</td>
<td>91.00%</td>
<td>5.43%</td>
<td>3.57%</td>
</tr>
<tr>
<td>Require sellers to restrict youth access by placing vapor products behind counter</td>
<td>85.37%</td>
<td>8.67%</td>
<td>5.96%</td>
</tr>
<tr>
<td>Prohibit sampling of vapor products</td>
<td>63.08%</td>
<td>23.25%</td>
<td>13.66%</td>
</tr>
<tr>
<td>Prohibit use of vending machines for sales of vapor products unless located in area where minors are prohibited</td>
<td>86.00%</td>
<td>8.56%</td>
<td>5.44%</td>
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<tr>
<td>Prohibit the use of coupons except when used in person and when ID is checked</td>
<td>74.02%</td>
<td>13.50%</td>
<td>12.48%</td>
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<tr>
<td>Require restrictions that reduce advertising exposure to youth</td>
<td>85.20%</td>
<td>15.51%</td>
<td>9.29%</td>
</tr>
<tr>
<td>Require retailers to display signs that state sales of vapor products are prohibited to persons under the age of 18</td>
<td>87.49%</td>
<td>7.48%</td>
<td>5.03%</td>
</tr>
<tr>
<td>Require retailers to display signs about the harmful effects of nicotine and to keep away from children at the point of sale</td>
<td>85.88%</td>
<td>8.50%</td>
<td>5.62%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Not Sure</th>
<th>Total</th>
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PUBLIC LISTENING SESSION RESULTS

On May 16, 2016, a Public Listening Session was held to engage the public in discussions around potential policy options with vapor products. Twenty people people attended the event and provided input. Four individuals represented businesses, including three that represented vape shops. The following questions were asked:

1. Do you support expanding the Smoking in Public Places (SIPP) law to prohibit vaping? (The SIPP Law prohibits smoking in all restaurants, bars, and indoor workplaces, etc.). Why or why not?
2. How would prohibiting vaping in public places impact you?
3. The state will be required to regulate advertising for e-cigarettes and vaporizers. What would like them to consider?

Common themes followed much of what was collected during the community survey. General themes that demonstrated support included the benefits of clean air, reduced exposure to youth, positive impacts for businesses, protection of employee health, and a desire for vape use not to become a norm. One attendee mentioned that vape use outside of her business has already negatively impacted her customers and her business.

Some transcribed comments in favor of regulation included:

- Concerns about access and availability to youth
- Concerns as a parent of social norms messages to kids seeing use in public places
- Consistency of message/perception (bar/restaurant can give a consistent message without driving patrons elsewhere)
- That the device is also used for doing drugs/other substances
- It’s a justice issue for workers who don’t have choice to work around it or not
- Concern of children, elderly, low immune system
- Comfortable work environment

Similarly, themes that demonstrated a lack of support included inconvenience to users of vape products, potential negative impact on businesses, use of vapor products as a cessation tool, and the desire for sampling inside vape shops. Some transcribed comments not in favor of regulation included:

- Inconvenient for users
- I believe that owners of private businesses should determine the use of vapor products in their establishment
- I believe that the owners of private businesses to determine the appropriateness of the use of vapor in their private establishment
- Consider the economic impact on business
- I am directly opposed to limiting vaping in bars. All other private institutions (schools, government buildings, etc.) are appropriate locations to limit use
- Not supportive of limiting vaping inside vape shops
- Impact on vaping as a cessation tool for adults and teens
- Harm reduction tool (smoking cessation tool), but not something that should be promoted as something to start
- Equity to address other things that impact health of youth (sugary drinks in schools)
- Like to vape while recreating in parks
- Access in “adult only” spaces