**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Discussion regarding water resources level of service and funding options

**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.)

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
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*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.*
Resolution Authorizing Whatcom County Purchase of Development Rights Administrator to apply for matching funds through Washington State Recreation and Conservation Office under the Washington Wildlife and Recreation Program (WWRP) Forestland category to support purchase of development rights on PDR applicant properties that contain forests.

ATTACHMENTS:
Memo, Resolution, Purchase of Development Rights 2017 Applicant Ranking list (Attachment A)

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

As required by the WCC 3.25A - Purchase of Agricultural Development Rights Ordinance, applications submitted by landowners interested in participating in the PDR program were reviewed for program eligibility and ranked pursuant to the PDR Guidelines Document, Ranking Criteria, by the PDR Oversight Committee. The ranking by the PDR Oversight Committee is now being submitted to Council. County Council needs to review the ranking as submitted by the Oversight Committee and affirm or modify that ranking list and authorize the PDR Administrator and County Executive to proceed with the acquisition process.

PDR program staff request authorization to pursue matching funds through Washington State Recreation and Conservation Office WWRP Forestland Category for qualifying applications.

COMMITTEE ACTION:

COUNCIL ACTION:

Related County Contract #: Related File Numbers: Ordinance or Resolution Number:

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RESOLUTION #________________

WASHINGTON WILDLIFE AND RECREATION PROGRAM AUTHORIZING RESOLUTION

This is a resolution that authorizes submitting applications for forestland preservation grant funding assistance for Washington Wildlife and Recreation Program projects to the Recreation and Conservation Office as provided in Chapter 79A.15 and 79A.25 RCW, Acquisition of habitat conservation and outdoor recreation lands, WAC 286 and other applicable authorities.

WHEREAS, under the provisions of the Washington Wildlife and Recreation Program (WWRP), state grant assistance is requested to aid in financing the cost of Forestland easement acquisitions, and

WHEREAS, Whatcom County considers it in the best public interest to complete the project described in the application(s);

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

1. Whatcom County Planning and Development is authorized to make formal application to the Recreation and Conservation Office for grant assistance;

2. Whatcom County has reviewed the sample project agreement on the Recreation and Conservation Office's web site at: http://www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf and authorizes the County Executive to enter into such a project agreement, if funding is awarded. We understand and acknowledge that the project agreement will contain the indemnification and waiver of sovereign immunity and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. Whatcom County recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of Whatcom County and so executes with our authorization;

3. Any grant assistance received will be used for direct costs associated with implementation of the project referenced above;
4. Whatcom County expects that our matching share of project funding will be derived from Conservation Futures, and that we are responsible for supporting all non-cash commitments to this project should they not materialize;

5. We acknowledge that if the Recreation and Conservation Funding Board approves grant assistance for the project(s), the Recreation and Conservation Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the RCO after we incur eligible and allowable costs and pay them. The RCO may also determine an amount of retainage and hold that amount until the project is complete;

6. We acknowledge that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to by our organization and the Recreation and Conservation Funding Board. We agree to dedicate the property in an “Assignment of Rights” to be recorded on the title of the property with the county auditor;

7. This resolution becomes part of a formal application to the Recreation and Conservation Funding Board for grant assistance;

8. We provided appropriate opportunity for public comment on this application; and

9. We certify that this resolution was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

APPROVED this __________ day of __________, 2017

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

__________________________
Dana Brown-Davis, Council Clerk

APPROVED as to form:

__________________________
Civil/Deputy Prosecutor
Memorandum

TO: Executive Louws, Honorable Councilmembers

FROM: Chris Elder; PDR Program Administrator

THROUGH: Mark Personius; Assistant Director, PDS

DATE: April 17, 2017

SUBJECT: PDR Program Update and request for authorization to apply for matching funds through Washington State Recreation and Conservation Office under the Washington Wildlife and Recreation Program (WWRP) Forestland category

Dear Executive Louws and Honorable Councilmembers-

The Whatcom County Purchase of Development Rights Oversight Committee (PDROC), in cooperation with long range planning staff, would like to provide an update on program progress, current initiatives, and funding needs. It has been several months since the PDROC has provided an update to council, so we will begin with some program information.

Background Information

The Purchase of Development Rights (PDR) Program was created in 2002 to contribute to sustaining the farming enterprise in Whatcom County by protecting critically located County farmland. The program is voluntary and pays landowners fair market value for their remaining development rights and places a permanent agricultural conservation easement on the property. The easement restricts future residential development, and restricts (to a certain extent) other impervious surface. Staff develops agricultural conservation easements as the mechanism to retire development rights. This way the farmer gets to keep their land and continue farming activities, but the future residential potential of the land is extinguished. Whatcom County currently partners with the Whatcom Land Trust to perform baseline studies on all properties before closing, and to hold and monitor the easements annually in perpetuity. In the past, the program has received 50-50 cost share for easement purchases from sources such as the Washington State Recreation and Conservation Office’s Washington Wildlife Recreation Program (WWRP) Farmland Category, and the Natural Resource Conservation Service (NRCS) Agricultural Conservation Easement Program – Agricultural Land Easements (ACEP-ALE).

Since the PDR program’s inception, 865.55 acres of farmland have been permanently protected from development, and 118 potential development rights have been permanently extinguished through enactment of 16 agricultural conservation easements. The total cost of the transactions (purchase price, Whatcom Land Trust expenses, closing costs, and appraisal fees) is $5,809,120.60. Of that, Whatcom County’s Conservation Futures Fund has paid $3,149,020.60. The remainder amount was reimbursed back into the Conservation Futures Fund through cost share from the sources mentioned earlier.
Update on Progress Since 2015

The PDROC last came to Council in the August of 2016 to provide a program update and to present recent property applications for approval.

- In 2015, the program had 7 applications that had been approved by the PDROC.
- By the end of 2016, the program had reached 15 applications.
- In August 2016 Council approved Resolution 2016-029 in which the following was authorized:

1. The PDR Oversight Committee and Administrator proceed with the acquisition of six (6) conservation easements in the order of the approved ranking pursuant to the process outlined in the PDR Guidelines Document.

2. The Executive is authorized to enter into Purchase and Sale Agreements (for the six easements listed in (Exhibit 1), provided:
   a) Appraisals are completed and conservation easements are drafted which meet the requirements of the Whatcom County Purchase of Development Rights program, and
   b) Landowners have agreed to the offer price and conservation easement conditions

3. The PDR Oversight Committee and Administrator proceed with the acquisition of title search and appraisal services in the order of the approved ranking (Exhibit 2) pursuant to the process outlined in the PDR Guidelines Document.

4. Expenditure of Conservation Futures Funds authorized to cover expenses associated with title search and appraisal services in the order of the approved ranking pursuant to the process outlined in the PDR Guidelines Document.

Since that resolution was passed, staff continues the acquisition process for the six (6) conservation easements and acquisition of title searches and appraisal services for the referenced properties. Results and status of the appraisals and conservation easements can be found in Attachment A.

Before and after appraisals value the land before enacting a conservation easement and after enacting the easement. The difference between the two is the value of the development rights. We have found through recent appraisals that the value per development right swings dramatically from one appraisal to another, however, the value per acre stays pretty stable around $4,000 per acre. The landowners have been made aware of the appraisal amounts.

Since our last update to Council, our current number of applications has reached 17. Please see the attached spreadsheet (Attachment A) for a breakdown of property characteristics for all of our current applicants. The PDROC has seen and has approved of the ranking for these 17 properties.

Match Fund Sources
Whatcom County has been awarded match funding through the Natural Resource Conservation Service (NRCS)' Agricultural Conservation Easement Program- Agricultural Land Easement (ACEP-ALE) Program. This grant provides 50-50 cost share on the purchase price of the following applications:

- Williams 1
- Cougar Creek Ranch
- Grubbs
- Matheson
- Neptune Beach
- Brar
- Carbee

The total match amount is $989,500
Staff requested match dollars from the Whatcom Community Foundation- Sustainable Whatcom Fund in the late spring of 2015 and were awarded $200,000 to be used as match for the purchase of conservation easements. Staff is proposing to use these funds for the acquisition of:

- Williams 2
- Servid-Williams
- Squalicum Ranch

Staff has also applied for the Washington State Recreation and Conservation Office’s Washington Wildlife Recreation Program (WWRP) Farmland Category for match funds on 11 of the current applicant properties. The WWRP provides funding for a broad range of land protection and outdoor recreation, including park acquisition and development, habitat conservation, farmland preservation, and construction of outdoor recreation facilities. It operates on a biennial (once every other year) cycle for its grant applications. We have applied for the 2016 cycle and should hear back on funding decisions this fall.

We are hoping for 50% matching funds for the Williams 1 easement through the Floodplains by Design Project. If we receive that funding, the Williams 1 easement would be 100% funded by sources other than the Conservation Futures Fund.

Request

The PDR Oversight Committee and staff request approval of the current ranked list of properties and authorization to proceed with application to the Washington Recreation and Conservation Office Washington Wildlife and Recreation Program Forestland Category on behalf of PDR applications that hold working forest characteristics.
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# WHATCOM COUNTY COUNCIL AGENDA BILL

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**TITLE OF DOCUMENT:**
Resolution supporting cooperation in Regional Consortium required for HOME Investment Partnerships Program federal funding for affordable housing.

**ATTACHMENTS:**
- Memo to Executive & Council
- Resolution
- Skagit County letter of support
- HUD program consortia information

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Resolution authorizing County Executive to sign Interlocal Cooperative Agreement with other County and Municipal jurisdictions in Skagit, Whatcom, and Island Counties agreeing to automatically renew participation as a member of a regional consortium that will qualify the region for additional funding to address homelessness and the shortage of homes affordable to lower-wage workers and others.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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MEMORANDUM

TO: Jack Louws, County Executive

FROM: Regina A. Delahunt, Director

RE: Regional Consortium to qualify for annual affordable housing grant

DATE: April 11, 2017

Whatcom County’s Plan to End Homelessness has shown how multi-agency cooperation leads to better outcomes for people facing homelessness. Whatcom County has been presented with an opportunity to renew our participation in a three-county consortium that will bring more non-local matching grant revenue to Whatcom County for addressing homelessness and the shortage of affordable housing.

The U.S. Department of Housing and Urban Development (HUD) HOME program provides formula grants to participating jurisdictions to expand the supply of affordable housing, particularly rental housing for low and very low income households. Working alone, Whatcom County is too small to qualify for annual federal grants from the HUD HOME Investment Partnerships Program but working together with Skagit and Island Counties, we qualify for annual federal matching grants from the HOME Program.

The Skagit County Board of Commissioners requests that our County Council adopt the attached Resolution, authorizing you to sign an Interlocal Cooperation Agreement agreeing to the continuation of the regional HOME Consortium. Skagit County has offered to continue to serve as the Lead Agency and as the HUD grantee.

Each County will use the additional revenue from HUD in their existing county systems for ending homelessness and addressing the shortage of homes that lower-wage workers, fixed-income seniors, disabled veterans, and others can afford to lease or own. As a member of the HOME Consortium, Whatcom County obligations are limited; essentially, to provide input, stay supportive and to consider accepting a pass-through grant, estimated to be $170,000 per year, which Whatcom County can use to support our existing programs for tenant-based rental assistance that prevents and ends homelessness for hundreds of families each year.

Encl.
RESOLUTION NO. ____________________

Authorizing Interlocal Cooperation Agreement with other municipalities in Skagit County, Whatcom County and Island County, agreeing to participate as a Member of a regional Consortium that will qualify the area for additional funding to address homelessness and the shortage of homes affordable to lower-wage workers and others

WHEREAS, the region has a shortage of homes that lower-wage workers and other low-income people can afford; and

WHEREAS, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

WHEREAS, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very low-income families, including offers from the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990; and

WHEREAS, the HOME Program allows geographically contiguous areas to establish a HOME Consortium in order to obtain grant funds under the HOME Program guidelines for eligibility; and

WHEREAS, eligible Members of the three-county HOME Consortium have determined that cooperating to establish a Consortium will increase the level of matching funds available for use within the region and, thereby, assist in meeting the housing affordability needs of the region; and

WHEREAS, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington authorizes units of general local government to enter into Interlocal agreements to cooperate for public benefit purposes;

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council authorizes Jack Louws, County Executive, as the authorized Chief Administrative Official and authorized representative to sign an Interlocal Cooperation Agreement that allows Whatcom County to participate as a Member of a Consortium for a renewed period ending in June 2021, with automatic renewal of the Agreement for successive qualification periods.

APPROVED THIS ________ day of April, 2017.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council

Barry Buchanan, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor
INTERLOCAL COOPERATION AGREEMENT
TO ESTABLISH A HOME CONSORTIUM AND RECEIVE FUNDS
UNDER THE NATIONAL AFFORDABLE HOUSING ACT
FOR THE PROGRAM YEARS 2018 THROUGH 2020

This Interlocal Cooperation Agreement (hereinafter Agreement) is entered into by and between Skagit County (hereinafter Lead Agency), and Anacortes, Blaine, Burlington, Concrete, Coupeville, Everson, Ferndale, Hamilton, Island County, La Conner, Langley, Lynden, Lyman, Mount Vernon, Nooksack, Oak Harbor, Sumas, Whatcom County (hereinafter Members) (Note that Agreement final version will include names of Members that adopt a Resolution agreeing to participate) for the purpose of establishing a regional HOME Consortium to receive and administer federal funds under the HOME Investment Partnership Program. This Agreement will become effective upon adoption by the Members and approval by the U.S. Department of Housing and Urban Development (HUD).

RECITALS

WHEREAS, the three-county region has a shortage of homes that lower-wage workers and other low-income people can afford, using thirty percent of gross household income for housing costs; and

WHEREAS, cooperation among local governments supports existing local efforts aimed at reducing homelessness and increasing the supply of homes lower-wage workers and others can afford to lease or own; and

WHEREAS, the federal government offers funding and technical assistance aimed at increasing the supply of decent, safe and affordable housing available to low-income and very-low-income families, including the HOME Investment Partnerships Program (HOME Program) created in the National Affordable Housing Act of 1990 (NAHA), as implemented by HUD through regulations at Title 24, Code of Federal Regulations, Part 92 (HOME regulations); and

WHEREAS, HOME regulations allow a group of contiguous units of general local governments (UGLGS) to organize as Members that establish a HOME Consortium for the purposes of obtaining HOME grant funding from HUD that will assist in improving the supply of decent, safe and affordable homes for low-income people and will strengthen partnerships among all levels of government and the private sector; and

WHEREAS, the Members have determined that obtaining HOME grant funding will increase their ability to assist with efforts to end homelessness and for the provision of affordable homes for residents with incomes at or below sixty percent of the area median income; and

WHEREAS, the Members are not individually eligible to obtain an allocation of HOME grant funding from HUD; however, the Members can cooperate to establish a HOME Consortium that will be eligible to obtain an allocation of HOME grant funding from HUD; and

WHEREAS, the Members have determined that it will be mutually beneficial and in the public interest to enter into this Interlocal Cooperation Agreement to establish a HOME Consortium in order to become eligible for HOME grant funding; and

WHEREAS, the Interlocal Cooperation Act in Chapter 39.34 of the Revised Code of Washington permits local governments to enter into agreements to cooperate for beneficial purposes and these purposes can include regional cooperation to establish a HOME Consortium; and

WHEREAS, HOME regulations specify the topics and content that Members must include in an interlocal cooperation agreement that establishes a HOME Consortium, and the HOME regulations require that
the HOME Consortium Members select one Member to act as Lead Agency for all Members in communications with HUD and as the HOME grant recipient on behalf of the Consortium; and

WHEREAS, Skagit County has offered to serve as the Lead Agency on behalf of the Members that enter into an interlocal cooperation agreement for the purpose of implementing a regional HOME-funded program to enhance cooperation among local jurisdictions to increase the availability of resources available to local governments to address the housing-related problems of lower-income people and to implement local Plans to End Homelessness; and

WHEREAS, the Lead Agency has offered to administer such federal funds for itself and on behalf of the Members;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the Members mutually agree to the following terms and conditions.

1. DEFINITIONS

For the purpose of this Agreement, the terms defined in this section have the meanings given to them:

A. “Consolidated Plan” is a HUD required document that serves as a planning and budgeting document for the Consortium and as a HOME grant funding application. The Consortium will develop a Consolidated Plan by May 15, 2018.

B. “Consortium” means the Members and Lead Agency acting together pursuant to this Agreement.

C. “HOME Regulations” means the rules, regulations and guidelines promulgated pursuant to the NAHA, including but not limited to 24 CFR Parts 91 and 92, as amended.

D. “Lead Agency” means Skagit County, designated by the Members as the unit of general local government to act in a representative capacity for all Members for the purpose of entering into a HOME grant agreement with HUD.

E. “Member” means an unit of general local government that is a signatory to this Agreement and therefore becomes a Member of the Consortium.

F. “Subrecipient” means a Member who carries out HOME-funded activities after entering into a separate written agreement with the Lead Agency.

2. PURPOSE

The purpose of this Agreement is to establish a HOME Consortium that will be eligible for HOME grant funds to increase the Members’ ability to assist in the provision of housing affordable for low-income residents.

3. AGREEMENT

A. **Term:** The term of this Agreement shall be for the qualification period ending June 30, 2021 and includes federal fiscal years 2018, 2019 and 2020. This agreement will auto renew for successive
qualification periods as outlined in the renewal section below. The agreement will remain in effect until HOME funds from each federal fiscal year of the agreements specified qualification period and each successive qualification period for which the agreement is renewed, are expended on eligible activities.

B. **Execution:** This Agreement shall be executed by the appropriate officers of each Member and the Lead Agency pursuant to authority granted them by their respective governing bodies, and a copy of the authorizing resolutions and executed Agreement shall be filed promptly at the offices of the Lead Agency.

C. **Renewal:** This agreement shall automatically be renewed for the Consortium’s participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD’s consortia designation notice or HOME Consortia web page, the Lead Entity shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Entity shall send a copy of each notification to the HUD Field Office.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the Lead Entity, and the Lead Entity shall notify the HUD Field Office, before the beginning of the new qualification period. If a consortium member decides not to participate in the consortium the Lead Agency will notify the HUD Field Office prior to the beginning of the new qualification period.

The consortium will adopt any amendment to the agreement that is necessary to meet HUD requirements for consortia agreements in successive qualification periods.

The Lead Agency will submit to the HUD Field Office a statement of whether or not any amendments have been made to the agreement, a copy of each amendment, and, if the consortium’s membership has changed, the state certification required under 24 C.F.R. 92.101(a)(2)(i).

The auto renewal provision will be void if the Lead Agency fails to notify a consortium member of its right not to participate for the next qualification period or the Lead Agency fails to submit a copy of each amendment to the agreement as required.

D. **Consolidated Plan:** The Lead Agency is responsible for preparing and submitting the Consolidated Plan to HUD. The Members shall cooperate in the preparation of the Consolidated Plan by providing input during the preparation of the Consolidated Plan and by assisting the Lead Agency in holding any required public meetings during the preparation of the Consolidated Plan.

E. **Program Administration:** Skagit County, as Lead Agency, agrees to have decision-making authority regarding the Consolidated Plan and implementation, as well as oversight and authority on issues affecting the Consortium activities. The Lead Agency will be entitled to up to ten percent of the HOME Consortium grant allocation, as well as up to ten percent of program income, for eligible planning and administrative costs. The Lead Agency will provide staff support for a HOME Consortium Advisory Committee that will assist with preparation of the Consolidated Plan, project selection criteria, and selection of recommended projects for HOME funding agreements.
F. **Allocating HOME Program Funding:** The annual allocation of HOME program funds will be based on the recommendation from the HOME Consortium Advisory Committee and adopted in the Consolidated Plan and its annual Action Plan.

G. **HOME Consortium Advisory Committee:** An Advisory Committee shall be created for the purpose of identifying the general activities and priorities to be undertaken by the Consortium with HOME grant funds. Each Member may appoint a representative to serve on the Advisory Committee. The Advisory Committee will also participate in the development of the Consolidated Plan, establish decision-making procedures for the Consortium, serve in an advisory capacity for the programs and projects funded with HOME expenditures, make recommendations to the Lead Agency’s governing body, and provide advice for the successful implementation of the Consolidated Plan and the HOME Consortium’s programs.

H. **Matching Funds:** No Member will be required to accept HOME grant funds, and no matching funds will be required of a Member that does not enter into a separate written agreement for HOME-funded activities. Members shall be responsible for providing matching funds for any HOME pass-through grant funds allocated to and accepted for use by that Member under terms to be specified in a HOME Subrecipient agreement. No matching funds will be required from a Member that does not enter into a HOME Subrecipient agreement.

Matching funds shall be reported to the Lead Agency, in a format to be determined by the Lead Agency, by the end of each program year covered by this agreement.

I. **Affirmatively Furthering Fair Housing:** The Lead Agency and the Members agree to affirmatively further fair housing with all HOME Consortium funds under this Agreement in compliance with 24 CFR 92.350. Each Member that enters into a HOME Subrecipient agreement will be responsible for compliance with HUD regulations and, if applicable, for their own preparation and submission to HUD of an Analysis of Impediments to Fair Housing Choice. The Members agree that funding activities will be prohibited if a Member does not affirmatively further fair housing within its jurisdiction or impedes actions intended to comply with the Consortium's fair housing certification. The Members acknowledges noncompliance by a Member may provide cause for funding sanctions or remedial actions by HUD.

J. **Program Income:** Program Income as defined at 24 CFR 92.2 generated by a Member will be held by each Member in a separate account specific to the HOME Program. Program Income will be used first before any additional HOME funds are drawn or requested for reimbursement, and appropriate documentation of the receipt and use of program income will be provided to the Lead Agency in a format to be determined by the Lead Agency and as required for reporting to HUD.

K. **Indemnification:** Each Member agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Members of the Consortium harmless from such liability. It is further provided that no liability shall attach to Skagit County as Lead Agency by reason of entering into this agreement except as expressly provided herein. The Members of the Consortium agree to reasonably cooperate in the event
litigation is brought against one or more of the Members pursuant to this Agreement by any third party.

4. LEAD AGENCY RESPONSIBILITIES

A. **Responsibilities:** The Lead Agency will be the governmental entity required to execute all grant agreements for HOME funds received from HUD pursuant to the Consortium’s request for HOME funds. The Lead Agency will thereby become and will be held by HUD to have full responsibility for the execution of the HOME Program in compliance with HOME rules, including the requirements of the Consolidated Plan. The Lead Agency will be responsible for leading the development of the Consortium's Consolidated Plan with an annual Action Plan component and for required administrative functions such as reporting on the activities of the Consortium and serving as the liaison between HUD and Consortium Members, for meeting the requirements of other applicable laws, and for the performance of the HOME-funded activities including the HOME-funded projects and activities to be conducted by the Subrecipients.

B. **Pass-through Grant Funds:** The Lead Agency shall monitor the performance of any Member that receives pass-through HOME funds and will hold a Member jurisdiction accountable, under terms to be specified in HOME Subrecipient agreement, for compliance with the requirements set forth in HUD regulations.

C. **Administrative Activities for the Consortium:** The Lead Agency agrees to provide administrative functions for the Consortium, and specific administrative tasks include, but are not limited to, coordinating the public participation process, developing necessary forms and implementation agreements with Members that receive pass-through HOME funds, drafting program descriptions, notices of funding availability and requests for proposals, confirming that a Subrecipient is not debarred from federal funds, providing technical assistance to project sponsors, confirming compliance of funded projects as specified in a HOME Subrecipient agreement, and preparing required reports.

D. **Administrative Activities for Members:** The Lead Agency’s administrative obligations to the Members shall be limited to the performance of the administrative and program tasks necessary to make HOME funds available to the Members under terms to be specified in HOME Subrecipient agreements and to provide reporting to HUD on the various projects funded with HOME funds under provisions to be specified in HOME Subrecipient agreements.

E. **Reporting Requirements:** The Lead Agency will require Subrecipients with HOME-funded activities or projects to provide the Lead Agency with HOME Program activity reports including information about program income, if any, derived from the HOME-funded activities.

F. **Communication:** The Lead Agency will be responsible for communicating periodically, at least once per quarter, to each Member and other interested parties, providing a Consortium status report, an update on prior communications, and requests for feedback and input on pertinent topics. Additional communication protocol will be established during the development of the Consolidated Plan.
5. MEMBERS’ RESPONSIBILITIES

A. **Resolution:** The Members shall adopt a resolution for their unit of local government that authorizes the automatic renewal of this agreement for successive qualification periods.

B. **Action Plan/Consolidated Plan Submissions:** The Members shall provide input that will assist the Lead Agency with the preparation of a Consolidated Plan.

C. **Reporting Requirements:** If a Member receives any HOME funds under terms to be specified in a HOME Subrecipient agreement, the Member shall prepare and submit to the Lead Agency for consolidation into a combined report the following reports, if applicable, for submission to HUD according to applicable deadlines: Analysis of Impediments to Fair Housing, Citizen Participation Plan, Minority Business Enterprise/Women's Business Enterprise reports, federal cash transaction reports, and annual HOME Consolidated Action Plan Evaluation Report(s)(CAPER) as well as preparing and submitting any other reporting requirements that are required by HUD.

D. **Lead Agency and Member Cooperation:** The Lead Agency shall cooperate and work with each Member that receives any HOME pass-through funds under terms to be specified in a HOME Subrecipient agreement for activities to be conducted or performed within the Member’s jurisdiction during the Federal Program Years this Agreement is in effect.

E. **Disallowed Expenditures:** Each Member that receives pass-through HOME funds under terms to be specified in a HOME Subrecipient agreement shall assume full responsibility for repayment of HOME funds for all expenditures made by their jurisdictions that are disallowed by HUD.

F. **Eligible Expenditures:** Each Member that receives pass-through HOME funds under terms to be specified in a HOME Subrecipient agreement shall assume overall responsibility for ensuring their projects related to the Consortium’s HOME Program are carried out in compliance with the requirements set forth in HUD regulations.

G. **Eligibility Review and Compliance Monitoring:** Each member that receives pass-through HOME funds under terms to be specified in a HOME Subrecipient agreement shall provide monitoring the compliance of projects funded with HOME funds to ensure that they comply with applicable Federal laws and regulations including property standards.

6. SPECIAL PROVISIONS

A. **Amendments:** All amendments to this Agreement must be in writing and signed by all Members except that the Lead Agency shall have authority to amend to the Agreement on behalf of all Members to add new Members to the Consortium.

B. **Severability:** Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.
C. **Financial Obligations of the Parties:** Each party's financial obligations under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year obligation, a pledge of the credit of either party, or a payment guarantee by either party to the other party. No Member incurs any financial obligation unless it later signs a HOME Subrecipient agreement.

IN WITNESS THEREOF, the undersigned Members have executed this Agreement;

*A separate signature page will be added for each Member after each Member’s legislative process adopts a Resolution authorizing automatic renewal and a signature on interlocal agreement.*

*Current members include: Island County, Coupeville, Langley, Oak Harbor, Whatcom County, Blaine, Everson, Ferndale, Lynden, Nooksack, Sumas, Skagit County, Anacortes, Burlington, Concrete, Hamilton, La Conner, Lyman, and Mount Vernon*
Memorandum from Skagit Island Whatcom HOME Consortium

Date: April 11, 2017

To: Participating Members of the Skagit Island Whatcom HOME Consortium: Anacortes, Blaine, Burlington, Concrete, Coupeville, Everson, Ferndale, Hamilton, Island County, La Conner, Langley, Lyman, Lynden, Mount Vernon, Nooksack, Oak Harbor, Skagit County, Sumas, and Whatcom County

From: Kayla Schott-Bresler, Public Health Analyst, Skagit County Department of Public Health, which serves as the lead agency for Skagit Island Whatcom HOME Consortium

Re: Consortium Renewal for 2018-2020

The Skagit Island Whatcom HOME Consortium was established in 2015 to obtain HOME Funding from the United States Department of Housing and Urban Development (HUD). The Consortium currently includes Skagit, Island, and Whatcom Counties and 16 area cities/towns. The primary purpose of the Consortium’s HOME funds is to develop affordable housing for households with incomes between 30 and 80 percent of Area Median Income (AMI) and ensure housing is financially accessible for households experiencing homelessness with incomes less than 50% AMI. HOME Program funding for the three year period of 2015-2017 will total approximately 1.8 million dollars. HUD has granted the Consortium $1.2 million to date, and this funding has been used to advance the Consortium’s objectives across the three counties. The funding provides rental assistance to one hundred households, downpayment assistance to at least four households, and supports the development of six affordable homes.

This memo serves as notification that we are currently undertaking the renewal process for the Consortium. We request a response as to whether you intend to continue to participate as a member of the Consortium. It is Skagit County’s responsibility as lead agency to notify you that, as a participating member, you have the right to opt out of participation for 2018-2020. If you wish to continue participating in the Consortium you must submit a new signed copy of the attached Interlocal Agreement by May 15, 2017. This Interlocal Agreement must also be adopted via a resolution that contains the required renewal provisions outlined in the agreement. If you elect not to participate, please submit a letter stating your desire to opt out by May 15, 2017.

The formation of this consortium has allowed the region to access HOME funds to helping homeless and low income individuals acquire housing across the region. Without the formation of the Consortium, these funds would not be available to the participating jurisdictions or low-income program beneficiaries.
The procedure for renewal is similar to the consortium creation process. On February 17, 2017, we sent a letter of intent to HUD stating we intended to continue to participate as a consortium for the purposes of the HOME program. This memo is the next step in the process. The final step prior to HUD recertifying the Consortium’s status is to submit new Interlocal agreements with updated signatures. The County must have signed agreements no later than May 15, 2017. This will allow time to process and send to HUD for review.

We are also in the process of completing the 2017 Action Plan for the 2017-2018 program year. This plan is a required component of the Consolidated Plan. The Action Plan describes how the Consortium will use the HOME grant to meet the local housing needs described throughout the Consolidated Plan. Unlike the Consolidated Plan itself, which is only updated every three to five years, the Action Plan must be submitted annually. Each Action Plan will describe how the Consortium plans to allocate and spend that year's grant allocation. We expect the HOME Consortium’s 2017-2018 grant allocation to total approximately $660,000.

As part of submitting the Action Plan, the Consortium will hold a public hearing. As Consortium members, you are specifically invited to attend the Public Hearing on the 2017-18 Action Plan. Please invite other stakeholders who may be interested in providing comments regarding this plan. The Hearing will be held Monday, April 3, 2017, at 11:30 a.m. in the Commissioners’ Hearing Room at the Skagit County Administration Building, 1800 Continental Place, Mount Vernon, Washington.

Please contact me at Kaylasb@co.skagit.wa.us or (360) 416-1520 with any questions. Thank you for your support of, and involvement in, this innovative regional approach to encourage and create affordable housing.
MEMORANDUM FOR: All CPD Field Office Directors

FROM: Yolanda Chávez, Deputy Assistant Secretary for Grant Programs, DG

SUBJECT: Summary of significant changes contained in HUD Notice CPD 13-002 Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME program

On April 9, 2013, the Office of Affordable Housing Programs (OAHP) issued HUD Notice CPD 13-002, Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME program, superseding HUD Notice CPD 08-01. In anticipation of receiving qualification documents from proposed new consortia and re-qualification documents from existing renewing consortia for fiscal year (FY) 2015 HOME participation, the purpose of this memorandum is to highlight the most significant changes between the two notices.

1. Adding new members to a consortium with automatic renewal

The previous Notice (HUD Notice CPD 08-01) instructed that an existing consortium with automatic renewal must submit a new agreement signed by all members if it was adding new members for the first year of a new qualification period. The new Notice (HUD Notice CPD 13-002) changes this requirement to allow an existing HOME consortium with automatic renewal provisions to add new members to the consortium during the last fiscal year of qualification period (to be effective during the first year of the new qualification period) through an amendment to the current consortium agreement. This change will ease the administrative burden for consortia with automatic renewal that wish to add new members. Consequently, a consortium may add new members at any time during its qualification period through an amendment to the current consortium agreement.

2. Amending the consortium agreement to add automatic renewal provisions

The new Notice (HUD Notice CPD 13-002) also provides guidance to consortia regarding amending the consortium agreement to add automatic renewal provisions. The previous Notice (HUD Notice CPD 08-01) did not contemplate this type of amendment. The consortium agreement can be amended at any time to add automatic renewal provisions. If the consortium agreement is amended in the last year of a consortium’s qualification period, the automatic renewal provisions will be used to re-qualify the consortium for the next three-year qualification period provided the amendment is executed prior to the September 30 statutory deadline for participation and the consortium follows the procedures for re-qualifying with automatic renewal provisions.

3. **Requirement for a State Certification**

HUD Notice CPD 13-002 also clarifies that a State certification is required for (1) all new consortia, (2) all renewing consortia without automatic renewal, and (3) all renewing consortia with a change (addition or subtraction) in membership. A State certification is not required for all renewing consortia with automatic renewal and no change in membership.

4. **Federal fiscal year requirement**

HUD Notice CPD 13-002 further clarifies the requirement that the consortium agreement must clearly state the three Federal fiscal years for which it is applicable. HUD will reject any consortium agreement that does not state specifically and accurately the three Federal fiscal years of the consortium’s qualification period. This is in addition to any language contained in the consortium agreement regarding the participating jurisdiction’s program year start and end dates.

5. **Automatic renewal language and checklist**

As a result of the significant number of consortia agreements and amendments that contained inadequate automatic renewal provisions, HUD Notice CPD 13-002 contains sample automatic renewal language (Attachment 2) that HOME consortia can adopt or modify that will satisfy both OAHP and the Office of General Counsel. The Notice also incorporates a checklist (Attachment 1) for automatic renewal provisions to help HOME consortia developing automatic renewal provisions to ensure their draft provisions contain all of the required elements.

If you have any questions regarding HUD Notice CPD 13-002 or HOME consortia please contact Dora Rivera in OAHP at dora.i.rivera@hud.gov or 202-402-2410.
Special Attention of:

All CPD Field Office Directors
All CPD Field Office Directors
All CPD Division Directors
All HOME Participating Jurisdictions

Notice: CPD-13-002
Issued: April 9, 2013
Expires: This NOTICE is effective until it is amended, superseded, or rescinded
Supersedes CPD 08-01
Cross Reference: 24 CFR Parts 91 & 92

Subject: Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME program

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I. PURPOSE

This Notice provides guidance on the procedures for approving two or more contiguous local governments to participate as a consortium in the HOME Investment Partnerships (HOME) Program. The Notice supersedes HUD Notice CPD 08-01; it is applicable to Units of General Local Government (UGLGs) that wish to form or have formed a consortium to participate in the HOME program and existing consortia.

A. Background

The HOME program is authorized by the HOME Investment Partnerships Act (referred to as “the Act”), Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701), as amended.

A HOME consortium consists of contiguous UGLGs that separately may not qualify to receive HOME funds. These UGLGs may join together to form a consortium for the purpose of receiving a HOME allocation and administering the HOME program as a single Participating Jurisdiction (PJ). The Act provides that a consortium is eligible to be a HOME PJ if the Secretary determines that the consortium (1) has sufficient authority and administrative capacity to carry out the purposes of the Act on behalf of its member UGLGs and (2) will, according to a written certification by the state, direct its activities to the alleviation of housing problems within the state.

HUD Field Offices approve new consortia and the renewal and amendment of consortium agreements during the current fiscal year by August 1; this ensures that the consortia will be eligible to receive HOME funds in the next federal fiscal year.

A list of consortia that are participating in the HOME program for the current fiscal year is available on the web at:

II. ELIGIBILITY REQUIREMENTS FOR FORMING A CONSORTIUM

A. Consortium Members

The UGLGs of a proposed consortium must be geographically contiguous according to the Census Bureau or other authoritative maps. A river or other body of water may separate the UGLGs if there is a road or a bridge that makes them contiguous. HUD makes the final determination on the contiguity of members of a proposed consortium.

Special considerations for urban counties, non-urban counties, and metropolitan cities:

1. An urban county is defined by Section 102(a)(6) of the Housing and Community Development Act of 1974, as amended. As a practical matter, an urban county is a county that is receiving a Community Development Block Grant (CDBG) entitlement grant and includes UGLGs that sign cooperation agreements with the county. When UGLGs agree to be part of an urban county for the CDBG program, they also agree to participate in the HOME program if the urban county is a PJ or joins a consortium. Accordingly, when an urban county joins a HOME consortium, a UGLG that is a member of the urban county is included in the consortium through
its participation in the urban county. The authorized official of the urban county signs the consortium agreement on behalf of the entire urban county. While an UGLG participating in the urban county may only receive a formula allocation under the HOME program as part of the urban county, this does not preclude the urban county or a UGLG participating with the urban county from applying for HOME funds through the state PJ.

In many urban counties, there are UGLGs that have chosen not to participate in the CDBG urban county. These UGLGs can choose to join the HOME consortium, but they must sign the HOME consortium agreement to do so. By signing the consortium agreement, the UGLG within the urban county, not participating in the CDBG urban county, becomes a member of the HOME consortium.

(2) A non-urban county. This is a county that is not receiving a CDBG entitlement grant as an urban county.

A non-urban county may join a HOME consortium. However, the county cannot on its own include the whole county in the consortium, only the unincorporated area of the county. An incorporated unit of local government within the non-urban county that wishes to participate as a member of the consortium must sign the HOME consortium agreement. By signing the consortium agreement, the unit of general local government within the non-urban county becomes a member of the consortium.

(3) A metropolitan city is defined by the CDBG statute. As a practical matter, a metropolitan city is a city that is receiving a CDBG entitlement grant.

A metropolitan city may be a HOME consortium member. However, if a metropolitan city has a Joint Grant Agreement with an urban county for the CDBG program and wishes to receive HOME funding with the urban county, it must form a HOME consortium with the urban county. The HOME consortium and CDBG entitlement under a joint grant agreement must have the same program year in order to receive funding. Therefore, a metropolitan city that has a Joint Grant Agreement with an urban county does not participate in the HOME consortium through the urban county.

Note: The CDBG program regulations allow a metropolitan city located, in whole or in part, within an urban county to be included as part of that county for the purposes of planning and implementing a joint community development and housing program (24 CFR 570.308). This request is approved by HUD through the submission of a “Joint Grant Agreement.”

B. Administrative Capacity

In order to be eligible to become a HOME PJ, a consortium’s representative member or “lead entity” must have the sufficient legal authority and administrative capacity to carry out the purposes of the HOME program on behalf of its members.

If the consortium designates an urban county or a metropolitan city as the lead entity, the consortium will be considered to have sufficient administrative capacity to carry out the purposes of the HOME program, unless the urban county or metropolitan city has significant performance problems with its CDBG or HOME program. Significant performance problems include, but are not limited to one or more deobligations for failure to meet HOME deadline requirements, open CPD monitoring findings,
open HUD OIG audit findings, or evidence of poor performance or reporting based on HOME reports.

If the consortium designates as a lead entity an existing public agency that has relevant experience (e.g., successful experience in administering CDBG or the HOME program as a state recipient), the consortium may also be considered to have sufficient administrative capacity to carry out the HOME program. However, an UGLG that does not receive a CDBG grant or a newly created public agency that is established to administer the HOME program for a consortium would not be considered to have sufficient administrative capacity unless it includes as its administrator(s) a person or persons with relevant experience in successfully administering the HOME and/or CDBG programs.

If the Field Office is satisfied that the consortium meets the eligibility requirements for participation in the HOME program and that it has the necessary legal authority and administrative capacity to carry out the HOME program, it will approve the consortium request and notify the Office of Affordable Housing Programs (OAHP) at HUD Headquarters as provided in Section VI. HUD, at its discretion, may review the performance of an existing consortium that wishes to re-qualify to determine whether it continues to have sufficient authority and administrative capacity to successfully administer the program. If HUD determines that the consortium does not have sufficient authority and administrative capacity to successfully administer the program, it may revoke the consortium’s designation as a PJ.

C. Advantages and Drawbacks to Forming a Consortium

The formation of a consortium can be a positive force for affordable housing production. It permits an area, which otherwise might not be assured HOME funding, to plan and carry out an affordable housing program. Formation of a consortium also enables neighboring units of local government to develop collaborative approaches that address regional housing needs in a coordinated way. Assessing housing needs and developing strategies regionally can assist jurisdictions in meeting their obligation to affirmatively further fair housing by expanding housing choice across jurisdictional boundaries for all low-income households in the housing market area.

HOME funds are distributed (after set-asides) by formula with 40 percent of the funds going to states and 60 percent of the funds going to UGLGs. The amount that each state receives is based on two calculations: 80 percent of a state’s funds are based on the demographic profile of the non-entitled areas of the state, while 20 percent of its funds are based on the demographic profile of the whole state. Except for states that receive the minimum allocation of $3,000,000, the amount available to a state is reduced when a consortium is formed because the demography of the consortium is included only in the calculation for 20 percent of the funds, and not in the calculation for 80 percent of the funds. When a Field Office discusses the merits of forming a consortium, the prospective members need to understand that the formation of a consortium could result in a loss of HOME funds to the state as a whole.

The amount of funds available for UGLGs is divided among a greater number of jurisdictions each year, primarily due to the addition of new consortia. Therefore, the amount allocated to a new consortium will depend, in part, on how many jurisdictions receive a share of the total funds available. It will also depend on the amount of HOME funds that Congress appropriates each Fiscal Year and the demographic profile of each jurisdiction.

In the event that a consortium fails to receive a HOME allocation in any one year and none of the members qualify as PJs based on separate formula allocations, HUD will reallocate the funds to the state consistent with 24 CFR 92.451(c)(2)(i).
Since a consortium administers the HOME program as a single PJ, it is important that the member U格尔s are able to establish a working relationship to meet the affordable housing needs of every member. Each consortium must designate a representative member, also referred to as the lead entity, to assume the overall responsibility for the consortium’s compliance with the HOME program requirements. The consortium members should trust the lead entity’s ability to assume this responsibility, and all members must be committed to cooperatively achieve the objectives of the Consolidated Plan. Since HUD enters into the HOME grant agreement with the lead entity, the lead entity is responsible for the consortium as a whole and must be able to provide adequate administrative oversight of its member U格尔s, including ongoing responsibilities during the period of affordability for completed HOME projects regardless of location within the consortium boundaries.

The HOME consortia web page: (http://www.hud.gov/offices/cpd/affordablehousing/programs/home/consortia/) contains further information and guidance on regional planning, good practices, performance measurement, and estimating funding.

III. The Process for Designation of a Consortium as a HOME PJ

To be considered for approval as a new HOME consortium, or for a consortium with no automatic renewal clause in its written agreement seeking to renew its qualification period, or for a consortium that is required to amend its consortium agreement to add members or modify provisions, the following qualification documents must be provided to the appropriate Field Office prior to June 30:

A. State Certification (Required for all new consortia, renewing consortia with no automatic renewal provision, and renewing consortia with a change in membership).

This is a written certification by the state declaring that the consortium will direct its activities to the alleviation of housing problems within the state. The state certification may be signed by the Governor or his/her authorized designee who signs as "Authorized Official."

B. Consortium Agreement (Required for all new consortia and renewing consortia with no automatic renewal provision).

This is a legally binding consortium cooperation agreement executed by all members of the consortium, which contains the following provisions and attachments:

(1) Program Activity: The members of the consortium agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME program.

(2) Representative Appointment: One consortium member is authorized to act in a representative capacity as the lead entity for all members of the consortium for the purposes of administering the HOME program.

(3) Representative Responsibilities: The lead entity assumes overall responsibility for ensuring that the consortium’s HOME program is carried out in compliance with the requirements of the HOME program, including requirements concerning the Consolidated Plan.
NOTE: The agreement must not contain a provision for veto, or any other clause, that would allow a consortium member to obstruct the implementation of the consortium's approved Consolidated Plan.

(4) **Fair Housing**: In a statement in the agreement, each consortium member agrees to affirmatively further fair housing.

(5) **Term**: The consortium's qualification period is specified (the consecutive three year qualification period during which the consortium is to qualify to receive HOME funds), and members are prohibited from withdrawing from the consortium during this period.

The agreement must specify the three federal fiscal years for which the consortium is receiving HOME funding. For example, if the agreement was executed in 2011 for FY 2012 funding, the correct qualification period is from FY 2012 to FY 2014.

NOTE: The qualification period for all consortia is based on the federal fiscal year. Individual consortia may establish program year start dates that do not coincide with the federal fiscal year. However, the agreement must state the three federal fiscal years for which it is applicable. HUD will reject any consortium agreement that does not state specifically and accurately the three federal fiscal years of the consortium’s qualification period.

If one or more urban counties are members of a new consortium, the agreement may specify a lesser number of fiscal years in order to coincide with the number of years remaining in an urban county's qualification period for the CDBG program so that the CDBG urban county qualification period and the HOME consortium qualification period terminate at the same time. If an urban county consortium member fails to re-qualify as an urban county for the CDBG program during the qualification period included in the consortium agreement, the consortium agreement terminates with the last fiscal year for which the urban county qualified for the CDBG program. A new consortium agreement must be executed for the succeeding qualification period.

Even though a consortium’s qualification period may end, the consortium agreement must, at a minimum, remain in effect until the HOME funds received during each of the federal fiscal years of the qualification period are expended on eligible activities or returned to HUD. The new agreement is governed by the requirements of this Notice or its successor.

If the consortium fails to meet the minimum threshold to receive a HOME allocation for the first federal fiscal year of its qualification period, it must request to be considered to receive a HOME allocation in each of the subsequent two years.

(6) **Automatic Renewal**: At the option of the consortium, the agreement may provide that it will automatically be renewed for participation in successive three-year qualification periods. HUD recommends that a newly created consortium consider not including automatic renewal provisions in its initial three-year consortium agreement as a precautionary measure, in case the consortium decides not to continue participation as a consortium for the next qualification period.

Automatic renewal provisions must be clearly stated. **Attachment 2** contains an example of acceptable automatic renewal provisions. Agreements containing both automatic renewal and
not automatic renewal (i.e., an agreement with a specific end date) will be rejected.

Where automatic renewal provisions are used, the agreement must state that, the lead entity and all members agree that the consortium agreement will be renewed automatically for participation in successive three-year qualification periods.

By the date specified in HUD's consortia designation notices or listed on HOME’s Consortia webpage: http://www.hud.gov/offices/cpd/affordablehousing/programs/home/consortia/, the lead entity must notify each consortium member in writing of its right to not participate for the successive three-year qualification period. A copy of the notification must be sent to the Field Office. Automatic renewal provisions must also include a stipulation requiring the consortium to adopt any amendments to the agreement that incorporate future changes necessary to meet the requirements for consortia agreements in subsequent qualification periods. Failure of the lead entity to notify consortium members of their right not to participate in a subsequent three-year qualification period or to submit amendments to HUD in the absence of a stipulation requiring the consortium to adopt any amendments to the agreement that incorporate future changes necessary to meet the requirements for consortia agreements in subsequent qualification periods will void the automatic renewal provision in the agreement.

If a new member is added for the first year of a new qualification period, an amendment to add the new member (s) must be submitted by consortia with automatic renewal agreements. If the agreement provides that the lead entity has the authority to amend the HOME consortium agreement on behalf of the consortium’s members, then only the lead entity's authorized official is required to sign the amendment.

For consortia agreements with automatic renewal provisions, at re-qualification if there is no change to the consortium agreement, the Field Office must notify OAHP indicating that there has been no change. However, if the consortium submits a new agreement, regardless of the automatic renewal provisions contained in a previously approved agreement, the Field Office must submit the new agreement to OAHP since this new agreement supersedes any previous agreement. In addition, if there is any change in consortium membership for the first year of re-qualification, the lead entity must submit the state certification to the HUD Field Office. If a member decides not to participate in the new qualification period, the consortium must notify the field office, which then must notify OAHP that the member is no longer a part of the consortium.

If the consortium does not establish automatic renewal in the consortium agreement, then the consortium must negotiate a new consortium agreement and have it signed by all members during the last year of its current qualification period. Failure to submit a new HOME consortium agreement by the established deadline will result in the consortium’s disqualification to receive a HOME formula allocation during the upcoming fiscal year.

(7) Program Year: As required by the Consolidated Plan final rule at 24 CFR § 91.402(a), all UGLG members of a HOME consortium must be on the same program year for the CDBG, HOME, ESG and HOPWA programs. The consortium agreement must state the beginning and end dates of the consortium’s program year. A waiver of this requirement is necessary for a newly formed consortium whose members are not all on the same program year that would like a transition period to get its members on the same program year schedule.
(8) Authority to Amend Agreement: The agreement must specify that the lead entity is authorized to amend the agreement to add new members or to incorporate automatic renewal provisions or for other reasons approved by HUD on behalf of the entire consortium, unless otherwise specified in its agreement. If this provision is not included and the consortium wishes to amend the consortium agreement to add new members or incorporate automatic renewal provisions or make other amendments approved by HUD, all consortium members must sign the amendment to the agreement.

(9) Signatures: The agreement must be signed by the chief executive officer or authorized official of each member UGLG. The authorized urban county official signs the agreement on behalf of its participating UGLGs. All members of the HOME consortium must sign the agreement, including any UGLGs within a non-urban county that wish to participate as members of the consortium. UGLGs participating in a consortium as members of an urban county do not sign the consortium agreement. A metropolitan city with a joint grant agreement with an urban county must sign the consortium agreement as a separate member of the consortium.

(10) Attachment - Resolutions: The authorizing resolutions by the governing body of each member UGLG, or other acceptable evidence, must be submitted indicating that the Chief Executive Officer or other designated official has the authority to sign the agreement.

In addition to the state certification and consortium agreement, the consortium must submit a legal opinion in which the lead entity's counsel cites applicable law to conclude that the terms and provisions of the agreement are fully authorized under state and local law. The legal opinion shall also state that the agreement provides full legal authority for the consortium to undertake or assist in undertaking housing assistance activities for the HOME program.

C. HUD Review of Qualification Documents

The HUD Field Office reviews documents submitted by a consortium to determine whether it is comprised of geographically contiguous UGLGs, whether it has sufficient administrative capacity to carry out the purposes of the HOME program on behalf of its member jurisdictions, and to ensure that there is a written certification from the state. The Field Office will also ensure that all UGLG members of the consortium are on the same program year for HOME, CDBG, ESG, and HOPWA prior to approval unless a waiver of this requirement has been approved.

In addition, Field Office counsel should review each new consortium's submissions to determine whether the consortium has sufficient legal authority to carry out the HOME program.
1. **Process Chart for NEW Consortia**
2. PROCESS CHART FOR EXISTING CONSORTIA WITH AUTOMATIC RENEWAL PROVISIONS
3. PROCESS CHART FOR EXISTING CONSORTIA WITH NO AUTOMATIC RENEWAL PROVISIONS
D. System to track the HOME Consortia Participation Decisions

As described in this Notice, OAHP in HUD Headquarters maintains the official files for consortium agreements, creates consortia participation directories, and an online digital library for the use of HUD Headquarters and Field Office staff, and corresponds directly with Field Office staff regarding consortia status. Accordingly, it is important for CPD Field Office staff to work closely with OAHP to ensure the most current consortia documents are submitted, reviewed, and posted to the Consortia Digital Library, the web-based library used to track consortia member participation.

E. Digital Storage of Consortia Agreements

When a consortium agreement is received by OAHP and determined to be complete, it is scanned and saved as a PDF file and placed in a central directory on the HUD Headquarters local area network (LAN). If the agreement is later amended, the amendment is also scanned and saved as a PDF file on HUD’s LAN.

All pertinent information for each HOME consortium is maintained on the HOME Consortia Digital Library (CDL). The HOME CDL is located on the HUD intranet site and is only accessible to HUD staff.

The CDL is organized by Field Office. Each CPD Field Office has its own CDL page which lists its consortia, if any, by the name of the lead entity. Each CDL page contains the “final participation” spreadsheet for each consortium, which is the consortium’s current list of members on which the most recent HOME formula allocation was based. It also contains the “working participation” spreadsheet, which identifies any changes in consortium participation from its final participation spreadsheet. The CDL also houses the current consortium agreement and any amendments.

IV. MAKING CHANGES TO A CONSORTIUM

A. Amending the Consortium Agreement

A consortium agreement can be amended for the following purposes:

1. **To add new members for the remaining fiscal years of the qualification period.** The agreement must be amended in the fiscal year before the year in which the new member is to be added. The consortium must provide the Field Office with a copy of the authorizing resolution from the new member’s governing body and an amendment to the consortium agreement signed by the Chief Executive Officer of the lead entity if the consortium agreement authorizes the lead entity to sign on behalf of all members and the Chief Executive Officer of the new member. If the consortium agreement does not authorize the lead entity to sign on behalf of all members, all members must sign the amendment, including the lead entity and the new member. A change in the make-up of any consortium must be communicated to OAHP.

2. **To add automatic renewal provisions.** The agreement may be amended at any time during the consortium’s qualification period to add automatic renewal provisions. If the agreement is amended in the last year of a consortium’s qualification period, the automatic renewal provisions will be used to re-qualify the consortium for the next three-year qualification period provided the amendment is executed prior to the September 30 statutory deadline for participation.

3. **For other reasons upon written approval from the appropriate HUD Field Office.**
B. Member Withdrawal

During the qualification period no member may withdraw from a consortium. For consortia without automatic renewal provisions, members may elect to withdraw at the end of a qualification period by not signing the new consortium agreement for the next qualification period. For consortia with automatic renewal provisions, at the end of each qualification period the lead entity must notify all members of their right not to continue to participate in the consortium for the next qualification period. If one or more members elect not to continue participation, the lead entity must notify the field office in writing. This information must be submitted to OAHP by the date indicated on the consortia calendar (Attachment 3).

NOTE: Neither a new agreement nor an amendment are necessary when one or more members withdraw from a renewing consortium with automatic renewal provisions at re-qualification.

C. Changing the Lead Entity

A consortium may wish to change its lead entity under certain circumstances. This change can only occur at the end of its qualification period and requires execution of a new consortium agreement. The consortium, under direction of the new lead entity, is considered a new PJ and must meet the allocation and participation thresholds of the HOME program. The previous lead entity will be responsible for all undisbursed HOME funds and outstanding projects initiated under its consortium agreement and for all long-term responsibilities of the HOME program. The new lead entity will assume responsibility for all HOME funds received during its qualification period(s).

If the lead entity of a new consortium was formerly a HOME PJ, the consortium is considered a new PJ and must meet the allocation and participation thresholds of the HOME program. However, excess accumulated match contributions from any member previously participating in the HOME program, may be counted toward the consortium’s match liability.

D. Disbanding a Consortium

Once a consortium is designated a PJ by HUD, it remains a PJ until all remaining funds in its HOME Investment Trust fund are expended. If the consortium’s qualification period has ended and it is not re-qualifying for another three-year period, it may elect to return any undisbursed HOME funds to HUD. However, the lead entity has continuing responsibilities to comply with the HOME regulations beyond the qualification period and the term specified in the consortium agreement throughout the periods of affordability for its completed HOME projects. A lead entity’s financial and monitoring responsibilities include the following:

*Program Income.* Program income under the HOME Program is defined at 24 CFR 92.2. Program income derived from consortium activities undertaken by a consortium member or within the geographic boundaries of a consortium member continues to be the consortium’s program income even after the member terminates its participation in the consortium (24 CFR 92.503(a)(3)). The lead entity could permit a member that no longer participates in the consortium to retain program income as a subrecipient for future HOME projects pursuant to a written agreement (§ 92.503(a)(1)). Program income must be used in accordance with HOME requirements.

*Repayments.* Any HOME funds invested in housing that does not meet the affordability requirements, is terminated before completion, or is determined to be ineligible must be repaid by the consortium. While the lead entity could attempt to collect the amount subject to repayment from a consortium member, project owner, developer, etc., the lead entity is responsible for repayments to HUD (§...
Recaptured Funds. Recaptured funds received from a consortium’s homebuyer program during the period of affordability are deposited in its HOME Investment Trust Fund local account. The lead entity may permit a consortium member that no longer participates in the consortium to retain the recaptured funds as a subrecipient pursuant to a written agreement (§ 92.503(c)).

Monitoring. The consortium is responsible for reviewing the performance of each subrecipient at least annually (§ 92.504(a)). The lead entity is responsible for applying the same requirements to its members as are applicable to its subrecipients (§ 92.101(d)). The lead entity has continuing monitoring responsibilities during the period of affordability for all activities funded by the consortium.

V. DEVELOPING AND SUBMITTING THE CONSOLIDATED PLAN FOR NEW CONSORTIA

It is important that new consortia have sufficient time to develop their Consolidated Plans and to meet the citizen participation requirements of 24 CFR Part 91. Field Office staff should work informally with new consortia to identify the start of the consolidated program year and to determine the timeframe for developing the Consolidated Plan. The Field Office can then formally notify the consortium of its allocation amount on a predetermined date that triggers the notice of intent to participate and allows enough time for the consortium to submit its Consolidated Plan in accordance with the HOME Program regulations at 24 CFR Part 92. HUD staff should be cautious about releasing allocation information to prospective new PJs that could be considered formal notice that starts the timeframe for the regulatory and statutory deadlines.

The date that the Field Office formally notifies the consortium of its formula allocation amount will determine the date that the Consolidated Plan is due according to the timeline below.

- The consortium submits a written notification of its intent to be a PJ no later than 30 days after receiving notice of its formula allocation amount (Section 92.103).

- The consortium submits a Consolidated Plan to the Field Office within 90 days of providing notification of its intent to be a PJ (Section 92.104).

To receive HOME funds, the consortium submits the Consolidated Plan for the entire geographic area encompassed by the consortium. If an urban county is a member of a HOME consortium, the consortium submits the Consolidated Plan; the urban county, like all other CDBG entitlement grantees in the consortium, is only required to submit its own non-housing Community Development Plan (Section 91.215(c)), Action Plan (Section 91.220) and the required Certifications (Section 91.225(a) and (b)), as part of the consortium’s Consolidated Plan.

NOTE: A new consortium must submit the complete Strategic Plan required by Sections 91.215, 91.220 and 91.225. A consortium that has previously participated in the HOME program and submitted a complete Strategic Plan may submit only the Action Plan and Certifications unless it is required to submit a new five-year complete Strategic Plan (see Section 91.15(b)). If Joint Grant Agreement participants form a consortium for the HOME program, the Consolidated Plan submitted by the urban county will also serve as the Consolidated Plan for the HOME consortium, because the UGLGs in the consortium are the same as the UGLGs in the urban county Joint Grant Agreement. As required by the Consolidated Plan final rule at 24 CFR § 91.402(a), all members of the consortium must adopt the same program year prior to being approved by the Field Office as a HOME consortium. A newly formed consortium whose members have not adopted the same program year may request a waiver for a transition period to get its members on the same program year.
year schedule.

VI. SCHEDULE OF SUBMISSIONS FOR APPROVING NEW CONSORTIA AND RENEWING EXISTING CONSORTIA

The following schedule will govern the procedures for approving and renewing consortia:

NOTE: When a published date falls on a weekend or a holiday, the deadline will be the next business day.

By March 1, to be considered for an allocation of HOME funds in the next fiscal year, all re-qualifying consortia (with or without automatic renewal provisions) and proposed new consortia must provide to their Field Offices written notification of their intent to participate as a consortium.

Field Offices must notify OAHP of any potential new consortia on or before March 1. When a potential new consortium is identified, OAHP will work with CPD’s System Development and Evaluation Division (SDED) at Headquarters to create a working participation spreadsheet. This spreadsheet will identify members of the proposed consortium, including local incorporations within non-urban counties and will be posted on the CDL.

By June 1, the lead entity of a consortium that intends to renew its consortium agreement through automatic renewal provisions must notify each of its members of their right not to participate in the next qualification period.

NOTE: This date is provided as a guide to meet the June 30 deadline. Based on the organizational structure, location and availability of its members, the lead entity may need to allow more time to determine the status of its membership for the next qualification period.

Prior to June 15, each member that does not intend to participate in the next qualification period with a consortium that is renewing its agreement through automatic renewal provisions must submit written notification to the lead entity. The lead entity must provide copies of these communications to its Field Office by June 30 so that Headquarters can be notified of any change in consortium membership by August 1.

By June 30, a proposed new consortium, a renewing consortium that must sign a new agreement, or a consortium that is amending its current agreement must submit the documents that are required in Section III of this Notice to its Field Office.

NOTE: Any delay in receipt of the consortium documents must not postpone the Field Office's ability to meet the August 1 deadline below.

By August 1, Field Offices must approve all consortium agreements and amendments and send these documents to OAHP.

The Field Office must also notify OAHP by August 1 of the continued participation of consortia that are due to re-qualify through automatic renewal provisions with no change in consortium membership.

OAHP updates the working participation spreadsheets posted on the CDL and provides them to SDED. OAHP also scans any new consortium agreements and amendments for storage on the CDL.

By August 20, OAHP notifies Field Offices of the availability of the updated working participation
spreadsheets on the CDL. Field Office staff must review the working participation spreadsheet of each new or renewing consortium, (including those with automatic renewal provisions) in the Field Office jurisdiction with the consortium lead entity to verify its accuracy. It is suggested that Field Office staff review the working participation spreadsheet for each consortium, not only those that are due to re-qualify, to avoid any mistakes in participation that result in incorrect formula allocations to consortia.

By September 10, Field Office CPD Directors must certify the accuracy of the membership of each consortium due to re-qualify via email to OAHP. The CPD Field Office Director must also communicate in writing any necessary changes to the working participation spreadsheet by this date to allow sufficient time for changes to be reflected in the next year's allocation of HOME funds. Directors are reminded that it is imperative that the information in the worksheet be confirmed with the consortium's lead entity prior to transmitting it to OAHP.

NOTE: This date may not be extended without prior written authorization from Headquarters. In order to allow sufficient time to run the formula and meet the statutory deadline of September 30, it is important that Field Office staff certify consortia status with OAHP by September 10.

VII. GENERAL INFORMATION

A. Headquarters Contact

All required documents and correspondence concerning consortia should be submitted to Dora Rivera, Headquarters, Office of Affordable Housing Programs, at Dora.I.Rivera@hud.gov or faxed to (202) 708-1744 (this is not a toll-free number).

B. Other Resources

- **HOME Consortia Webpage:**
  www.hud.gov/offices/cpd/affordablehousing/programs/home/consortia/index.cfm

- **HOME Consortia List:** Current Consortia and qualification periods:
  www.hud.gov/offices/cpd/affordablehousing/programs/home/consortia/index.cfm

- **HOME New PJ Notice:** HUD Notice CPD 06-05, *Instructions for Designating New Participating Jurisdictions; Reserving and Obligating Funds; and Numbering Home Investment Partnership Agreements* or superseding notices:

- **Consortia Digital Library (CDL):** Includes Consortia working and final participation spreadsheets and PDF versions of current agreements and amendments (this intranet site is accessible to HUD staff only):
  http://hudconnect.hud.gov/cpd/HOME%20Consortia%20Digital%20Library

- **HOME Consortia Guidebook:** *Establishing and Managing a Successful Home Consortium Guidebook*, HUD 2006-08-CPD. Copies are available from OAHP or online at:

- **Consortia Builder – A Tool to Estimate Funding:** Developed to provide guidance on how to combine the demography of proposed member governments for the purpose of qualifying for a HOME
formula allocation. It uses U.S. Census and HOME data to calculate an estimate of the amount of HOME funds that a potential consortium might qualify for under the HOME formula. Having an estimate of the HOME allocation and administrative funds available (10% of the allocation) also helps potential consortia design their regional housing and staffing plans. More information available at: www.hud.gov/offices/cpd/affordablehousing/programs/home/consortia/builder

C. Paperwork Reduction Act

The information collection requirements contained in this document have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2506-0171. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.
Attachment 1

CHECKLIST FOR AUTOMATIC RENEWAL OF CONSORTIUM AGREEMENTS

HUD will recognize the automatic renewal of the consortium agreement if:

☐ The authorizing resolution of each member unit of general local government authorizes the automatic renewal of the agreement for successive qualification periods;

☐ The agreement will remain in effect at least until the HOME funds from each of the federal fiscal years of the agreement’s specified qualification period, and each successive qualification period for which the agreement is renewed, are expended on eligible activities;

☐ The agreement specifies that it will automatically be renewed for the consortium’s participation in successive qualification periods of three federal fiscal years each;

☐ The agreement specifies that by the date specified by HUD’s consortia designation notice or HOME Consortia web page, the lead entity will notify each consortium member in writing of its right to decide not to participate for the successive qualification period and the lead entity will send a copy of each notification to the HUD Field Office;

☐ The agreement specifies that if a consortium member decides not to participate in the consortium for the next qualification period, the lead entity will notify the HUD field office before the beginning of the new qualification period;

☐ The agreement specifies that the consortium will adopt any amendments to the agreement that are necessary to meet HUD requirements for consortia agreements in successive qualification periods;

☐ The agreement specifies that before the beginning of each new qualification period, the Lead Entity will submit to the HUD Field Office a statement of whether or not any amendments have been made to the agreement, a copy of each amendment to the agreement, and, if the consortium’s membership has changed, the state certification required under 24 C.F.R. § 92.101(a)(2)(i); and

☐ The agreement specifies that the automatic renewal provision will be void if the lead entity fails to notify a consortium member of its right not to participate for the next qualification period or the lead entity fails to submit a copy of each amendment to the agreement as required.
Attachment 2

SAMPLE AUTOMATIC RENEWAL PROVISION

This agreement shall automatically be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, the Lead Entity shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Entity shall send a copy of each notification to the HUD Field Office.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the Lead Entity, and the Lead Entity shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the Lead Entity shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this agreement, a copy of each amendment to this agreement, and, if the Consortium's membership has changed, the state certification required under 24 C.F.R. § 92.101(a)(2)(i). The Consortium shall adopt any amendments to this agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.

The automatic renewal of the agreement will be void if: the Lead Entity fails to notify a Consortium member or the HUD field office as required under this automatic renewal provision or the Lead Entity fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

NOTE: In addition to the required language for the automatic renewal provision, in order for HUD to recognize the automatic renewal of the agreement, the authorizing resolution of each member unit of general local government must authorize the automatic renewal of the agreement for successive qualification periods, and the agreement must remain effective at least until the HOME funds from each of the federal fiscal years of the agreement's specified qualification period, and each successive qualification period for which the agreement is renewed, are expended on eligible activities.
## HOME CONSORTIA CALENDAR
Summary of Deadlines

<table>
<thead>
<tr>
<th>DEADLINE</th>
<th>CONSORTIUM</th>
<th>STATUS OF CONSORTIUM</th>
<th>FIELD OFFICE</th>
<th>HEADQUARTERS</th>
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<tr>
<td>March 1</td>
<td>Sends written notification to Field Office of intent to participate</td>
<td>☑️  ☑️</td>
<td>Notifies OAHP of any potential new consortia</td>
<td>SDED creates working participation spreadsheets for new consortium</td>
</tr>
<tr>
<td>June 1</td>
<td>Lead entity notifies members of their right not to participate in next qualification period</td>
<td>☑️</td>
<td></td>
<td></td>
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<tr>
<td>June 15</td>
<td>Members notify lead entity of their intent not to participate</td>
<td>☑️</td>
<td></td>
<td></td>
</tr>
<tr>
<td>June 30</td>
<td>Submits all required documentation for Field Office review</td>
<td>☑️  ☑️  ☑️</td>
<td></td>
<td></td>
</tr>
<tr>
<td>August 1</td>
<td></td>
<td>☑️  ☑️  ☑️</td>
<td>• Approves new and amended consortium agreements and submits required documentation to OAHP</td>
<td>• OAHP creates/updates participation spreadsheets and submits to SDED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Notifies OAHP of renewing consortia with automatic renewal provisions and no changes in membership</td>
<td>• OAHP scans consortia agreements</td>
</tr>
<tr>
<td>August 20</td>
<td></td>
<td>☑️  ☑️  ☑️</td>
<td>Contacts consortia to confirm that working participation spreadsheets on CDL are accurate</td>
<td>OAHP posts working participation spreadsheets to for Field Office CPD Directors on CDL for verification</td>
</tr>
<tr>
<td>September 10</td>
<td></td>
<td>☑️  ☑️  ☑️</td>
<td>Certifies to OAHP membership of consortia</td>
<td>OAHP certifies accuracy of all consortia to SDED</td>
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<tr>
<td>September 30 (Statutory deadline)</td>
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<td></td>
<td>Designation process complete for eligibility to receive HOME funds by formula</td>
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**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<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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<td>5/2/17</td>
<td>Finance/Council as WCPZ22DBS</td>
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<tr>
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<td>4/24/17</td>
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</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?** (X) Yes ( ) No
**SEPA review completed?** (X) Yes ( ) No

**Should Clerk schedule a hearing?** (X) Yes ( ) No

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

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

DATE: March 29, 2017

RE: Interlocal Agreement between Whatcom County Flood Control District and
    the City of Bellingham: Aquatic Invasive Species Program

Requested Action
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 2017-18 boating seasons. 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 $246,000 in total cost and will not exceed
$123,000 in each calendar year. Funding for 2017 is provided in the Natural Resources
Program budget (Fund 169120). Funding for 2018 will be included in the 2018 Natural
Resources Program 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

**Division/Program:** (i.e. Dept. Division and Program) Natural Resources

**Contract or Grant Administrator:** Gary Stoyka

**Contractor’s / Agency Name:** City of Bellingham

**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:**

---

**Is this a grant agreement?**

---

**Yes ☑ No ☐**

---

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

---

**CFDA#:***

---

**Is this contract grant funded?**

---

**Yes ☑ No ☐**

---

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

---

**Is this contract the result of a RFP or Bid process?**

---

**Contract**

---

**Yes ☑ No ☐**

---

**If yes, RFP and Bid number(s):***

---

**Contract Cost Center:** 169120

---

**Is this agreement excluded from E-Verify?**

---

**Yes ☑ No ☐**

---

**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):**

---

**$ 246,000.00**

---

**This Amendment Amount:**

---

**$**

---

**Total Amended Amount:**

---

**$**

---

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

---

1. Exercising an option contained in a contract previously approved by the council.

---

2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.

---

3. Bid or award is for supplies or equipment included approved in the budget.

---

4. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

---

**Summary of Scope:** The 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:** 24 Months

---

**Expiration Date:** 12/31/18

---

**Contract Routing:**

---

1. Prepared by: Gary Stoyka Date: 3/29/17

---

2. Attorney signoff: Daniel L. Gibson Date: 03/31/17

---

3. AS Finance reviewed: bbennett Date: 3/29/17

---

4. IT reviewed (if IT related): Date: 3/29/17

---

5. Contractor signed: Date: 3/24/17

---

6. Submitted to Exec.: Date: 4/21/17

---

7. Council approved (if necessary): Date: 4/21/17

---

8. Executive signed: Date: 4/21/17

---

9. Original to Council: Date: 4/21/17

---
INTERLOCAL AGREEMENT BETWEEN
WHATCOM COUNTY AND THE CITY OF BELLINGHAM FOR
2017-2018 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 Whatcom 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 January 1, 2017 and shall continue through December 31, 2018. 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 ONE HUNDRED TWENTY-THREE THOUSAND DOLLARS ($123,000) per year in 2017 and 2018 with a total maximum amount of TWO HUNDRED FORTY-SIX THOUSAND DOLLARS ($246,000). The maximum yearly amount $123,000 or the total maximum amount payable under the Agreement of $246,000 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 Fogelsong
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) 778-6218
Fax: (360) 778-6231

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 __________, 2017 for WHATCOM COUNTY:

_____________________________________
Jack Louws
County Executive

DEPARTMENTAL APPROVAL: ____________________________
Jon Hutchings
Public Works Director

APPROVED AS TO FORM: ____________________________
Daniel L. Gibson
Prosecuting Attorney’s Office
EXECUTED this 24th day of March, 2017 for CITY OF BELLINGHAM:

Kelli Linville  
Mayor

DEPARTMENTAL APPROVAL:

Ted Carlson  
Director

ATTEST:

Finance Director

APPROVED AS TO FORM:

Office of the City Attorney
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

| Originator: | JT | 3/31/17 |
| Division Head: | AD | 4/3/17 |
| Dept. Head: | MD | 4/4/17 |
| Prosecutor: | 1 | 4/10/17 |
| Purchasing/Budget: | BB | 4/11/17 |
| Executive: | 11 | 4/24/17 |

**TITLE OF DOCUMENT:**
Contract amendment between Northwest Youth Services and Whatcom County

**ATTACHMENTS:**
Contract Info Sheet
Memo to Executive
2 Originals of Contract Amendment

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

| Should Clerk schedule a hearing? | ( ) Yes | ( X ) NO |

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

This agreement provides funding for personnel costs essential to facility operations at Northwest Youth Service’s (NWYS) Positive Adolescent Development (PAD) facility which provides emergency and interim housing and support services for 13 – 17 year old runaway and homeless youth. The purpose of this amendment is to add $50,000 in additional funding to help cover salaries and benefits for PAD personnel whose hours were reduced in 2016 and 2017 due to a reduction in a federal grant that NWYS receives.

**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).
TO:        Jack Louws, County Executive  
FROM:     Regina A. Delahunt, Director  
RE:       Northwest Youth Services, Youth Emergency Shelter Contract Amendment #4  
DATE:     April 5, 2017

Enclosed are two (2) originals of a contract between Whatcom County and Northwest Youth Services for your review and signature.

- **Background and Purpose**
  Youth are identified as a priority population in the Whatcom County Plan to End Homelessness. Northwest Youth Services' (NWYS) Positive Adolescent Development (PAD) Program is an essential part of the community's strategy to reduce youth homelessness in Whatcom County. The PAD is a sixteen bed facility that provides emergency shelter and interim housing and support services for 13 – 17 year old runaway and homeless youth. The purpose of this amendment is to add funding to help cover salaries and benefits for PAD personnel whose hours were reduced in 2016 and 2017 due to a reduction in a federal grant that NWYS receives. This reduction in federal funding led to a reduction in the number of youth served, along with a reduction in the ability to serve those youth with high needs and barriers. Northwest Youth Services reports that approximately 85% of the youth served at the PAD emergency shelter have behavioral health disorders. The PAD program provides a safe and stable environment where support and connection to behavioral health services can occur.

- **Funding Amount and Source**
  This amendment adds $50,000 in funding from County Behavioral Health funds. These funds are included in the 2017 budget. Council approval is required because this amendment exceeds 10% of the original contract amount.

The contract history is:
- Original amount $65,000
- Amendment #1 $65,000
- Amendment #2 $10,000
- Amendment #3 $65,000
- Amendment #4 $50,000

The revised total maximum consideration is not to exceed $255,000.

Please contact Barbara Johnson-Vinna at extension 6046 if you have any questions regarding this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>Human Services</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Barbara Johnson-Vinna</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Northwest Youth Services</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this a New Contract?</th>
<th>Yes ☒</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:</td>
<td>201411008</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Does contract require Council Approval?</th>
<th>Yes ☒</th>
<th>No ☐</th>
<th>If No, include WCC:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this a grant agreement?</th>
<th>Yes ☒</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, grantor agency contract number(s):</td>
<td>CFDA#:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this contract grant funded?</th>
<th>Yes ☒</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, Whatcom County grant contract number(s):</td>
<td>Contract Cost Center: 121100/124100</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this the result of a RFP or Bid process?</th>
<th>Yes ☒</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If yes, RFP and Bid number(s): 14 – 51</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Is this agreement excluded from E-Verify?</th>
<th>No ☒</th>
<th>Yes ☐</th>
<th>If no, include Attachment D Contractor Declaration form.</th>
</tr>
</thead>
</table>

- 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.

<table>
<thead>
<tr>
<th>Contract Amount: (sum of original contract amount and any prior amendments): $ 205,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>This Amendment Amount: $ 50,000</td>
</tr>
<tr>
<td>Total Amended Amount: $ 255,000</td>
</tr>
</tbody>
</table>

Council approval required for all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, except when:
1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies or equipment included approved in the budget.
4. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: The purpose of this amendment is to add funding to help cover salaries and benefits for PAD personnel whose hours were reduced in 2016 due to a reduction in a federal grant that Northwest Youth Services receives.

<table>
<thead>
<tr>
<th>Term of Contract: 8 Months</th>
<th>Expiration Date: 12/31/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Routing: 1. Prepared by: JT</td>
<td>Date: 03/31/17</td>
</tr>
<tr>
<td>2. Attorney signoff: RB</td>
<td>Date: 04/03/17</td>
</tr>
<tr>
<td>3. AS Finance reviewed: bbennett BB</td>
<td>Date: 04/03/17</td>
</tr>
<tr>
<td>4. IT reviewed (if IT related):</td>
<td>Date:</td>
</tr>
<tr>
<td>5. Contractor signed:</td>
<td>Date: 4-5-17</td>
</tr>
<tr>
<td>6. Submitted to Exec.:</td>
<td>Date: 4-12-17</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>
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201411008

PARTIES:
Whatcom County
Whatcom County Courthouse
311 Grand Avenue
Bellingham, WA 98225

AND CONTRACTOR:
Northwest Youth Services
1020 N. State St.
Bellingham, WA 98225

AMENDMENT NUMBER: 4

CONTRACT PERIODS:
Original: 01/01/2015 – 12/31/2015
Amendment #1 01/01/2016 – 12/31/2016
Amendment #2 11/01/2016 – 12/31/2016
Amendment #3 01/01/2017 – 12/31/2017
Amendment #4 04/15/2017 – 12/31/2017

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY EXTENDED AS SET FORTH IN THE DESCRIPTION OF THE EXTENSION BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

DESCRIPTION OF EXTENSION:

1. Add requirement to "General Terms, Section 38.3, E-Verify" to utilize E-Verify program as contract will now exceed $100,000; amended pages 7 and 8 of the original contract and new Exhibit D, "E-Verify" are attached.

2. Amend Exhibit B, "Compensation" to add additional funding source and personnel and administration costs; a revised Exhibit B is attached.

3. Funding for the total contract period (01/01/2015 – 12/31/2017) is not to exceed $255,000.

4. All other terms and conditions remain unchanged.

5. The effective start date of the extension is 05/08/2017.
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

ALL PARTIES IDENTIFIED AS AFFECTED BY THIS EXTENSION HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS EXTENSION. 
Signature is required below.

**APPROVAL AS TO PROGRAM:**

Anne Deacon, Human Services Manager  
Date

**DEPARTMENT HEAD APPROVAL:**

Regina R. Delahunt, Health Department Director  
Date

**APPROVAL AS TO FORM:**

Royce Buckingham, Civil Deputy Prosecuting Attorney  
Date

**FOR THE CONTRACTOR:**

**Contractor Signature**

Mike Barrickley  
Print Name and Title

**STATE OF WASHINGTON**

**COUNTY OF WHATCOM**

On this 5th day of APRIL, 2017, before me personally appeared

**RIANNON BARDLEY**

who acknowledged to me the act of signing and sealing thereof.

**FOR WHATCOM COUNTY:**

**Jack Louws, County Executive**  
Date

**STATE OF WASHINGTON**

**COUNTY OF WHATCOM**

On this ______ day of __________________, 2017, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who acknowledged to me the act of signing and sealing thereof.

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

My Commission expires: 11.12.18
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:
The E-Verify contract program for Whatcom County applies to contracts of $100,000 or more and sub contracts for $25,000 or more if the primary contract is for $100,000 or more. Contractor represents and warrants that it will, for at least the duration of this contract, register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work for Whatcom County. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the County, to provide a copy of each such verification to the County. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Washington. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any Whatcom County Contract for up to three (3) years, with notice of such cancellation/termination being made public. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the County due to contract cancellation or loss of license or permit. Contractor will review and enroll in the E-Verify program through this website: www.uscis.gov.

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

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

40.2 Contractor Commitments, Warranties and Representations: 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:

HI_041517_NWYS_PAD_Amend_04
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration: Not Applicable

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

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

45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
EXHIBIT “B” – Amendment #4
(COMPENSATION)

I. **Budget and Source of Funding:** The source of funding for this contract, in the amount not to exceed $115,000, is County-held SHB 2060 Housing Program and Behavioral Health funds.

II. **Budget of Allowable Costs**

The budget for this cost reimbursement contract is as follows:

<table>
<thead>
<tr>
<th>Activity / Line Item</th>
<th>Documentation Required with Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAD Personnel Costs</td>
<td>General Ledger Detail indicating staff member assigned to the project, hours worked and rate of pay.</td>
<td>$104,545</td>
</tr>
<tr>
<td>10% Administration</td>
<td></td>
<td>$ 10,455</td>
</tr>
<tr>
<td></td>
<td><strong>Total Budget</strong></td>
<td><strong>$ 115,000</strong></td>
</tr>
</tbody>
</table>

In no instance shall the administration line item exceed 10% of direct costs.

III. **Invoicing**

1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. Monthly invoices must be submitted by the 15th of the month following the month of service.

2. The Contractor shall submit invoices via email to (include contract) or mail to:

   Attention: Business Office
   Whatcom County Health Department
   509 Girard Street
   Bellingham, WA 98225

3. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from Contractor. The County may withhold payment of an invoice if the Contractor submits it more than 30 days after the expiration of this contract.

4. Invoices must include the following statement, with an authorized signature and date:

   I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.

Duplication of Billed Costs or Payments for Service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.
Firm Name: Northwest Youth Services

The undersigned declares, under penalty of perjury under the laws of Washington that:

1. The above named firm is currently enrolled in and using the E-Verify system for all employees hired on or after the contract inception date and will continue to use the E-Verify system for as long as work is being performed on the above named project.

2. I certify that I am duly authorized to sign this declaration on behalf of the above named contractor.

3. I acknowledge that Whatcom County requires a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program. Failure to provide the required Memorandum of Understanding could lead to suspension of this contract.

DATE: 4/5/17

SIGNATURE: [Signature]

PRINTED NAME: [Printed Name]

HI_041517_NWYS_PAD_Amend_#4
## CLEARANCES

<table>
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<th>Originator:</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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<td>JT</td>
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<table>
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<th>Date</th>
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<tbody>
<tr>
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<td>4/24/17</td>
</tr>
</tbody>
</table>

## TITLE OF DOCUMENT:
Agreement between Whatcom County and City of Bellingham for Maintenance and Operation of the Crisis Triage Facility

## ATTACHMENTS:
- Information Sheet
- Memo to Executive
- 2 Copies of Agreement

## 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 agreement will provide funding for ongoing maintenance and operation of the Crisis Triage Facility located at 2030 Division Street in Bellingham.

## COMMITTEE ACTION:

## COUNCIL ACTION:

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
MEMORANDUM

TO: Jack Louws, County Executive

FROM: Regina A. Delahunt, Director

RE: City of Bellingham, Crisis Triage Facility

DATE: April 11, 2017

Enclosed are two (2) originals of a contract between Whatcom County and City of Bellingham for your review and signature.

- **Background and Purpose**
  This contract provides partial funding of all aspects of the ongoing maintenance and operation of the Crisis Triage Facility. Whatcom County leases the Crisis Triage Facility located at 2030 Division Street in Bellingham to a treatment provider who offers behavioral health treatment on-site 24 hours daily, seven days weekly. Services provided at this facility are intended to assist adults who are experiencing a behavioral health crisis and who can be managed successfully in this setting. These services are also intended to divert individuals when appropriate, from hospital utilization, arrest, or incarceration.

- **Funding Amount and Source**
  This contract provides partial funding in the amount of $59,900 for all aspects of the ongoing maintenance and operation of the Crisis Triage Facility. These funds are included in the 2017 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

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

Encl.
# WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Originating Department:** Health

**Division/Program: (i.e. Dept. Division and Program)** Human Services

**Contract or Grant Administrator:** Anne Deacon

**Contractor's / Agency Name:** City of Bellingham

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

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

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

**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)

**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, 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):** Contract Cost Center:

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

**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):**

| $ | 59,900 |

**This Amendment Amount:**

| $ |

**Total Amended Amount:**

| $ |

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

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

**Summary of Scope:** The purpose of this contract is to provide funding for ongoing maintenance and operation of the Crisis Triage Facility located at 2030 Division Street in Bellingham.

**Term of Contract:** 1 Year  

**Expiration Date:** 12/31/2017

<table>
<thead>
<tr>
<th>Contract Routing</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by:</td>
<td>JT 4/5/17</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td>bbennett 4/6/17</td>
</tr>
<tr>
<td>4. IT reviewed (if IT related):</td>
<td>Date</td>
</tr>
<tr>
<td>5. Contractor signed:</td>
<td>(City) 3/30/17</td>
</tr>
<tr>
<td>6. Submitted to Exec.:</td>
<td>Date 4/19/17</td>
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<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>
INTERLOCAL FINANCIAL ASSISTANCE AGREEMENT FOR
CRISIS INTERVENTION SERVICES
CITY OF BELLINGHAM - WHATCOM COUNTY

The CITY OF BELLINGHAM, a first-class municipal corporation of the State of Washington (hereinafter the "City"), with offices at 210 Lottie Street, Bellingham, Washington 98225, and WHATCOM COUNTY, a political subdivision of the State of Washington, acting through the Whatcom County Health Department, (hereinafter the "Recipient"), located at 509 Girard Street, Bellingham, Washington 98225, in consideration of the mutual covenants herein, do agree as follows:

1. PURPOSE. This Agreement sets out the terms of financial assistance provided by the City to the Recipient to assist the latter in providing programs and services that address alcoholism and other drug addictions as further detailed in Exhibit A "Scope of Work", attached hereto and incorporated herein by this reference.

2. TERM OF AGREEMENT. Notwithstanding the date of execution hereof, this Agreement shall be in effect from January 1, 2017 through December 31, 2017.

3. LIAISON. The City's Project Manager for this Agreement is Renee Firos. The Recipient's responsible person is Anne Deacon, Human Services Manager.

4. SCOPE OF WORK. See attached Exhibit A, incorporated herein by this reference.

5. FUNDS PROVIDED AND METHOD OF PAYMENT.
   A. The financial assistance provided to the Recipient shall not exceed $59,000. The city's share of liquor taxes and profits in the amount of $22,000 is included in this total and authorized in RCW 71.24.555.

   B. The City agrees to financially assist the Recipient only for activities specified in Exhibit A. Payment shall be based on two separate properly executed quarterly invoices. The Recipient shall submit the invoices, documentation and any necessary reports by the 15th of the month following the period being invoiced, except for January where the same will be due by the 10th of the month. The City will make payment to the Recipient no more than thirty (30) days after said reimbursement request is received and approved by the City.
6. **EXTRA WORK AND CHANGE ORDERS.** Work in addition to or different from that provided for in the Scope of Work section shall only be allowed by prior authorization in writing, as a modification to this Agreement. Such modifications shall be attached hereto and shall be approved in the same manner as this Agreement.

7. **ACCOUNTING AND AUDIT.** The Recipient agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles and to retain the same for a period of three years after termination of this Agreement. The financial records shall be made available to representatives of the City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as the City shall designate.

8. **INDEMNIFICATION AND INSURANCE.** The Recipient agrees to defend the City, hold it harmless, and indemnify it as to all claims, suits, costs, fees and liability arising out of the acts or work of the Recipient, its employees, subcontractors, or agents (including field work) pursuant to this Agreement, where such liability is incurred as a result of the actions or omissions of such parties. Recipient will obtain and maintain in force adequate insurance and/or self-insurance with coverage limits sufficient to cover potential liability arising within the Scope of Work.

Recipient specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this contract shall not be limited in any way by any limitation on benefits payable to or for any third party under the workers' compensation acts.

9. **COMPLIANCE WITH LAWS.** The Recipient shall comply with all applicable laws, ordinances, and codes of the local, State, and Federal governments. Recipient shall submit any and all information the City requires to demonstrate compliance with such laws, ordinances, and codes within two weeks of City's request for such information. The Recipient covenants that its employees have no interest and will not acquire interest, direct or indirect, or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Recipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

10. **NONDISCRIMINATION IN CLIENT SERVICES:**

The Recipient shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, gender identity, or disability, unlawfully deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement or otherwise deny or condition
services in a manner that violates any applicable laws against discrimination. If assignment or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Recipient shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.

11. TERMINATION; REDUCTION IN FUNDING.
   A. Should either party hereto believe that the other has failed to perform, or is likely to be unable to substantially perform, all or a material part of its obligations under this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail).

   B. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to City budgetary constraints or economic downturn resulting in reduced revenues, and prior to its normal completion, the City may summarily terminate the 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 City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon receipt or written notice thereof.

   C. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

12. ASSIGNMENT. Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party; provided, however, that the City acknowledges that the Recipient contracts with service providers to operate the crisis intervention services that are partially funded by this Agreement and the City consents to such arrangement.

13. VENUE STIPULATION. This Agreement has been and shall be considered as having been made and delivered within the State of Washington, and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial
proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Skagit County Superior Court, Washington.

14. STATUS OF RECIPIENT. Neither Recipient nor personnel employed by the Recipient shall acquire any rights or status in the City's employment, nor shall they be deemed employees or agents of the City for any purpose other than as specified herein. Recipient shall be deemed an independent contractor and shall be responsible in full for payment of its employees, including worker's compensation, insurance, payroll deductions, and all related costs.

EXECUTED, this ___ day of ________________________, 2017, for the WHATCOM COUNTY:

__________________________________________
Whatcom County Executive

APPROVED AS TO FORM:
__________________________________________
Prosecuting Attorney

APPROVED AS TO PROGRAM:
__________________________________________
Human Services Manager

APPROVAL AS TO DEPARTMENT:
__________________________________________
Director

STATE OF WASHINGTON )

COUNTY OF WHATCOM )

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

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

My Commission expires:______________
EXECUTED, this 30th day of March, 2017, for the CITY OF BELLINGHAM.

Kelli Linville, Mayor

Attest:

Finance Director

Approved as to Form:

Office of the City Attorney

Departmental Approval:

Clifford R. Cook, Chief of Police
Bellingham Police Department
Exhibit A
Statement of Work

I. Background:

Recipient owns the Crisis Triage Facility located at 2030 Division Street, Bellingham, Washington. Recipient leases the facility to a treatment provider who offers behavioral health treatment on-site 24 hours daily, seven days weekly. Services provided at this facility are intended to assist adults who are experiencing a behavioral health crisis, and who can be managed successfully in this setting. These services are also intended to divert individuals when appropriate, from hospital utilization, arrest or incarceration.

Services provided at the Crisis Triage Facility include:

1. Eight beds dedicated to providing sub-acute detox services to adults.
2. Medication-assisted treatment to mitigate the symptoms of Opiate withdrawal and stabilize recovery.
3. Five beds dedicated to providing mental health stabilization services to adults. Many of these adults are also challenged with substance use disorders that may exacerbate their symptoms of mental illness. Co-occurring treatment is offered to ensure comprehensive care to these individuals.
4. Discharge planning and connection to community or in-patient treatment providers offered to optimize client recovery and stabilization.

Law Enforcement officials may directly refer and transport individuals to the Crisis Triage Facility as they deem appropriate, and as accepted by the facility.

II. Scope of Work:

This contract provides partial funding of all aspects of the ongoing maintenance and operation of the Crisis Triage Facility as set forth in the Background section above.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<tr>
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<th>Initial</th>
<th>Date</th>
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<th>Agenda Date</th>
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<td>4/24/17</td>
<td></td>
<td>5/2/17</td>
<td>Finance/Council</td>
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**TITLE OF DOCUMENT:**
Agreement between Whatcom County and Washington State Department of Social and Health Services

**ATTACHMENTS:**
1. Contract Info Sheet
2. Memo to Executive
3. 2 originals of Contract

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

**Should Clerk schedule a hearing?** ( ) Yes ( X ) NO

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

This Agreement specifies the procedure by which DSHS will assess and adjust the Long-Term Payable that is provided to 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: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Washington State Department of Social and Health Services, Working Advance Long-Term Payable Contract
DATE: April 11, 2017

Enclosed are two (2) originals of a contract between Whatcom County and the Washington State Department of Social and Health Services (DSHS) for your review and signature.

- **Background and Purpose**
  DSHS provides the County with an advance in funding to help manage cash flow for DSHS funded programs. This arrangement has been in place for many years and this new contract continues the arrangement for an additional year.

- **Funding Amount and Source**
  There is no monetary amount specified in this agreement. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Patty Proctor at extension 6015 if you have any questions regarding this agreement.

Encl.
<table>
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<tr>
<th>Contract or Grant Administrator:</th>
<th>Patty Proctor</th>
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<tr>
<td>Contractor's / Agency Name:</td>
<td>WA State Department of Social &amp; Health Services (DSHS)</td>
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<tr>
<td>Is this a New Contract?</td>
<td>Yes ☒ No ☐</td>
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<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes ☐ No ☒</td>
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<tr>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:</td>
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<tr>
<td>Does contract require Council Approval?</td>
<td>Yes ☒ No ☐</td>
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<tr>
<td>Is this a grant agreement?</td>
<td>Yes ☒ No ☐</td>
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<td>If yes, grantor agency contract number(s):</td>
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<tr>
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<td>Yes ☐ No ☒</td>
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<td>Is this contract the result of a RFP or Bid process?</td>
<td>Yes ☒ No ☐</td>
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<tr>
<td>If yes, RFP and Bid number(s):</td>
<td>Contract Cost Center:</td>
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<tr>
<td>Is this agreement excluded from E-Verify?</td>
<td>No ☐ Yes ☒</td>
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<tr>
<td>If no, include Attachment D Contractor Declaration form.</td>
<td></td>
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<tr>
<td>Professional services agreement for certified/licensed professional.</td>
<td>☐</td>
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<tr>
<td>Contract work is for less than $100,000.</td>
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<tr>
<td>Contract work is for less than 120 days.</td>
<td>☒</td>
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<tr>
<td>Interlocal Agreement (between Governments).</td>
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<td>Contract for Commercial off the shelf items (COTS).</td>
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<td>☐</td>
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<td></td>
</tr>
<tr>
<td>1. Exercising an option contained in a contract previously approved by the council.</td>
<td></td>
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<tr>
<td>2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.</td>
<td></td>
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<tr>
<td>3. Bid or award is for supplies or equipment included approved in the budget.</td>
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<tr>
<td>4. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.</td>
<td></td>
</tr>
<tr>
<td>Summary of Scope: The purpose of this contract is to provide Whatcom County with funding to support the County's behavioral health program administration and participation in regional mental health activities. It also includes funding to support housing for people with behavioral health disorders.</td>
<td></td>
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<tr>
<td>Term of Contract:</td>
<td>1 Year</td>
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<td>Expiration Date:</td>
<td>6/30/2018</td>
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<td>2. Attorney signoff:</td>
<td>rb</td>
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<td>Date:</td>
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<tr>
<td>5. Contractor signed:</td>
<td>Date:</td>
</tr>
<tr>
<td>6. Submitted to Exec.:</td>
<td>Date: 4/19/17</td>
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<tr>
<td>7. Council approved (if necessary):</td>
<td>Date:</td>
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<td>8. Executive signed:</td>
<td>Date:</td>
</tr>
<tr>
<td>9. Original to Council:</td>
<td>Date:</td>
</tr>
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</table>
COUNTY
PROGRAM AGREEMENT
Working Advance Long-Term Payable

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the County identified below, and is issued in conjunction with a County and DSHS Agreement On General Terms and Conditions, which is incorporated by reference.

<table>
<thead>
<tr>
<th>DSHS ADMINISTRATION</th>
<th>DSHS DIVISION</th>
<th>DSHS INDEX NUMBER</th>
<th>DSHS CONTRACT CODE</th>
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<td>8030CS-63</td>
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<tr>
<th>DSHS CONTACT NAME AND TITLE</th>
<th>DSHS CONTACT ADDRESS</th>
<th>DSHS CONTACT E-MAIL</th>
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<tbody>
<tr>
<td>Angela Williams Contracts Supervisor</td>
<td>1115 S Washington St</td>
<td><a href="mailto:willah@dshs.wa.gov">willah@dshs.wa.gov</a></td>
</tr>
<tr>
<td></td>
<td>Olympia WA 98504-5811</td>
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<table>
<thead>
<tr>
<th>COUNTY NAME</th>
<th>COUNTY ADDRESS</th>
</tr>
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<tbody>
<tr>
<td>Whatcom County</td>
<td>509 Girard Street</td>
</tr>
<tr>
<td></td>
<td>Bellingham WA 98225-4005</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>COUNTY CONTACT NAME</th>
<th>COUNTY CONTACT TELEPHONE</th>
<th>COUNTY CONTACT FAX</th>
<th>COUNTY CONTACT E-MAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patricia Proctor</td>
<td>(360) 676-6724</td>
<td></td>
<td><a href="mailto:PProctor@co.whatcom.wa.us">PProctor@co.whatcom.wa.us</a></td>
</tr>
</tbody>
</table>

IS THE COUNTY A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?
No

PROGRAM AGREEMENT START DATE | PROGRAM AGREEMENT END DATE | MAXIMUM PROGRAM AGREEMENT AMOUNT
07/01/2017                     | 06/30/2018                 | Based on Annual Review

The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.

COUNTY SIGNATURE(S)

Regina A. Delahunt, Director

PRINTED NAME(S) AND TITLE(S) | DATE(S) SIGNED
Regina A. Delahunt, Director | 4/12/17

DSHS SIGNATURE

PRINTED NAME AND TITLE | DATE SIGNED
Angie Williams, Contract Manager | DSHS Central Contracts and Legal Services |
SPECIAL TERMS AND CONDITIONS

1. Definitions

a. "Commingle" is the act of mixing the funds and/or Long-Term Payables for one program with the funds of another program.

b. "Documentation of Funds form" (DOF) is a form provided to the County each year by DSHS on which the County records qualifying previous year expenditures from which DSHS can appraise and evaluate the amount of the existing Long-Term Payable or appropriate adjustments.

c. "Long-Term Payable" means funds provided by DSHS to the County in anticipation of specific client services provided by the County. The County shall not be allowed to retain any overage of the Long-Term Payable funds if the County does not actually provide the anticipated services during the given timeframe. Long-Term Payable funds are to be reconciled by April 30 of each year and any funds not fully utilized shall be refunded to DSHS by May 31 of each year.

2. Purpose

a. It is the purpose of this Agreement to specify the procedure by which DSHS will assess and, if necessary, adjust the Long-Term Payable it provides to the County.

b. Funds to support contracts for the following DSHS programs may be included in a Long-Term Payable: Developmental Disabilities Administration (DDA) and/or Aging and Long-Term Support Administration (ALTSA).

3. Statement of Work

a. County Responsibilities

(1) The County shall submit to DSHS, on forms provided by DSHS and by a date determined by DSHS, a completed Documentation of Funds form (DOF) from which DSHS shall assess whether or not an adjustment to the amount of the Long-Term Payable provided to the County is warranted.

(2) The County shall exclude all amounts related to its Prepaid Inpatient Health Plan expenditures from its DOF.

(3) The County shall repay to DSHS all of the Long-Term Payable funds received from DSHS that exceed the amount that DSHS determines is warranted. Repayment requirements shall be based upon DSHS assessment of the most recent annual DOF submitted by the County to DSHS. Any Long-Term Payable funds not fully utilized by the County, as determined by DSHS through the DOF process, shall be refunded to DSHS by May 31 of each year.

(4) The County shall only utilize Long-Term Payable funds for the DSHS program or service for which the funds were originally designated. Long-Term Payable funds may not be commingled between or among programs or services.

(5) Any interest the County earns on the Long-Term Payable funds shall only be utilized for the DSHS programs or services for which the funds were originally designated. Long-Term Payable interest shall not be used for programs or services unrelated to the client services anticipated by this Agreement.

(6) The County shall record the Long-Term Payables in its financial records.
SPECIAL TERMS AND CONDITIONS

b. DSHS Responsibilities

(1) DSHS shall assess the DOF submitted by the County to determine if, during the term of this Agreement, any adjustment to the original two month Long-Term Payable provided to the County is warranted.

(2) Adjustment may include DSHS request for repayment by County of any Long-Term Payable amounts previously paid to County that are in excess of the amount currently warranted.

4. Termination

In the event that this Agreement, or a program contract listed in 2.b. above, is terminated prior to completion, DSHS shall take all available steps to recover any Long-Term Payable determined to be an overpayment and the County shall fully cooperate during the recovery process.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
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<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>
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<td>Nan Kallunki</td>
<td></td>
<td>4/13/17</td>
<td></td>
<td>5/2/17</td>
<td>Finance / Council</td>
</tr>
<tr>
<td>Division Head</td>
<td>Karen S. Goens</td>
<td>4/13/17</td>
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<td>Dept. Head:</td>
<td></td>
<td>04/13/17</td>
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<td>Prosecutor:</td>
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<td>04/13/17</td>
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<tr>
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<td>04/24/17</td>
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TITLE OF DOCUMENT:
Collective Bargaining Agreement Between Whatcom County and General Teamsters' Local Union No. 231
Master Collective Bargaining Agreement

ATTACHMENTS:
1. Memorandum to County Council
2. Collective Bargaining Agreement

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.)

Implements a two-year successor agreement to one that expired December 31, 2016 for employees represented by the Master Collective Bargaining Agreement

COMMITTEE ACTION:  

COUNCIL ACTION:  

Related County Contract #:  Related File Numbers:  Ordinance or Resolution Number:  

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
The County and Union bargaining teams began meeting in October of 2016 to negotiate a successor agreement to the May 26, 2015 to December 31, 2016 collective bargaining agreement for employees represented by Teamsters Local 231 and covered by the Master Agreement. There were twelve bargaining sessions followed by three mediation sessions facilitated by a mediator assigned by PERC (Public Employment Relations Commission). Both bargaining teams worked diligently through this process and reached a settlement agreement on March 27, 2017. The proposal was ratified by the bargaining unit on April 20, 2017.

The successor collective bargaining agreement represents 445 employees throughout the County and includes Administrative Services, the Elected Offices, the Courts staff, clerical staff in the Health Department, Parks & Recreation, Planning, Public Defender, Public Works, clerical staff in the Sheriff’s Office, and clerical staff in the WSU Extension office. The agreement is effective May 2, 2017 through December 31, 2018.

We are pleased to have reached an agreement consistent with the wage and medical benefit package provided for other bargaining unit employees.

Below is a summary of the significant changes included in the new agreement:

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<td><strong>Compensation</strong></td>
<td>January 2017 – 2.25% [retroactive to January]</td>
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<td></td>
<td>January 2018 – 2.50%</td>
</tr>
<tr>
<td><strong>Duration</strong></td>
<td>May 2, 2017 through December 31, 2018</td>
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<td>Health and Welfare</td>
<td><strong>Medical Coverage.</strong> Medical coverage is provided through the Washington Teamsters Health &amp; Welfare Trust.</td>
</tr>
<tr>
<td></td>
<td>January through April 2017, the County contributes $1,089.50 per employee per month.</td>
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<tr>
<td></td>
<td>May through December 2017, the County contributes $1,195.30 per employee per month.</td>
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<tr>
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<td>For plan year 2018, The County contribution will increase to a cap of $1,250 per employee per month.</td>
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<td></td>
<td>Clarified language that lump sum cashout of vacation and sick leave accruals are not considered compensable hours for purposes of determining eligibility for medical benefits.</td>
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<td></td>
<td>Added language that provides for collection of monthly premium contribution for employees that have not been compensated.</td>
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<tr>
<td>Work Schedule</td>
<td>Call back increased from a 2 hour minimum to 3 hours. Compensation for work outside of normal hours increased from $0.50 per hour to $0.75 per hour.</td>
</tr>
<tr>
<td>Job Assignments and Postings</td>
<td>Method of posting vacant positions reflects use of new technologies.</td>
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<tr>
<td>Leaves</td>
<td>There are no return rights for injured or ill employees who are away from their job for 365 calendar days from the date of thei injury or illness.</td>
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<tr>
<td>Letter of Understanding #4</td>
<td>Deleted the “me too” clause with regard to wages and benefits.</td>
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WHATCOM COUNTY CONTRACT INFORMATION SHEET

Originating Department: Administrative Services
Division/Program: (i.e. Dept. Division and Program) Human Resources (HR)
Contract or Grant Administrator: Nanette Kallunki, HR Associate Manager
Contractor's / Agency Name: Collective Bargaining Agreement between Whatcom County and Teamsters Local 231 - Master Collective Bargaining Agreement

Is this a New Contract? Yes ☑ No ☐ If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: Yes ☑ No ☐

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 the result of a RFP or Bid process? Yes ☑ No ☐ If yes, RFP and Bid number(s): ____________________________

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

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):
$ ____________________________

This Amendment Amount: $ ____________________________

Total Amended Amount: $ ____________________________

Council approval required for; all property leases, contracts or bid awards exceeding $40,000, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, except when:
1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies or equipment included approved in the budget.
4. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:
2017-2018 Collective Bargaining Agreement between Whatcom County and General Teamsters Local Union No. 231 - Master

Term of Contract: Two Years Expiration Date: December 31, 2018

8. Executive signed: 9. Original to Council: 10. Date:

Date: 4/13/17

Date: 4/13/17

Date:

Date:

Date: 4/21/17

Date:

Date:

Date:

Date:

Date:

Date:

Date:

Date:

Date:

Date:

Date:
MASTER COLLECTIVE BARGAINING AGREEMENT

By and Between

WHATCOM COUNTY

AND

GENERAL TEAMSTERS' LOCAL UNION NO. 231

May 2, 2017 – DECEMBER 31, 2018
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AGREEMENT

By and Between

WHATCOM COUNTY, WASHINGTON

AND

GENERAL TEAMSTERS UNION LOCAL NO. 231

PREAMBLE

This Agreement is by and between Whatcom County, Washington, hereinafter referred to as the County, and General Teamsters Union Local No. 231, hereinafter referred to as the Union.

GENERAL PURPOSE

The County and the Union do hereby reach agreement for the purpose of enhancing the employer-employee relationship and to promote service to the public and the general efficiency, morale and security of the employees.

ARTICLE 1 - UNION SECURITY AND RECOGNITION

1.01 Departments Covered. The County recognizes the Union as the exclusive collective bargaining representative for employees employed in the following departments: Administrative Services (Finance, Information Technology, & Facilities Management Divisions only); Assessor; Auditor; County Council (Hearing Examiner clerical only); District Court; District Court Probation; Health (clerical and professional); Parks & Recreation; Planning & Development Services; Prosecuting Attorney (Investigators & clerical only - excluding confidential secretaries); Public Defender (Investigators & clerical only); Public Works (excluding the Ferry); Sheriff (support staff only); Superior Court; Treasurer and WSU Extension (clerical only) in those position titles set forth in Addendum A as they currently exist or as they may be amended, during the life of this Agreement.

1.01a Exclusions. Excluded from the collective bargaining unit are work study students, interns, volunteers, regular and seasonal temporaries, and all other employees not referenced in Addendum A (Position Title Index). This section shall not constitute a bar to either party's rights under RCW 41.56.

1.01a(1) Regular Temporaries. Temporary full time help employed for periods of no more than four (4) months in a calendar year; temporary
part-time help working not more than sixty-nine (69) hours in a calendar month; after
posting per section 7.02 (Job Postings), temporaries working in a position vacant, or
vacated for transfer or promotional purposes; temporaries replacing absent employees
on leave; and Juvenile Detention Officers (for up to eight months) during hiring process
and Academy attendance are excluded.

1.01a(2) Seasonal Temporaries. In Planning & Development
Services (PDS), Public Works (PW), and Parks and Recreation the limitation shall be
six (6) months for seasonal temporaries. Provided, however, this seasonal provision
shall not be available if the budgeted full-time Master equivalencies fall below ninety
percent (90%) of the departments' budgeted FTE.

1.02 Members in Good Standing. It shall be a condition of employment that all
employees of the County covered by this Agreement who are members of the Union in
good standing on the effective date of this Agreement shall remain members in good
standing and those who are not members on the effective date of this Agreement shall
on the 31st day following the effective date of this Agreement become and remain
members in good standing in the Union. It shall also be a condition of employment that
all employees covered by this Agreement hired on or after its effective date shall on the
31st day following the beginning of such employment become and remain members in
good standing in the Union, provided that, if a public employee is a member of a church
or religious body whose bona fide religious tenets or teaching forbid said employee to
become a member of a labor union, such public employee shall pay an amount of
money equivalent to the regular union dues and initiation fee of the Union to a
non-religious charity or to another charitable organization mutually agreed upon by the
employee and the Union. If the employee and the Union do not reach an agreement on
the non-religious charity to which the Union dues and initiation fees are to be paid, the
Public Employment Relations Commission shall designate the charitable organization.

1.03 Non-Discrimination Clause. No employee shall be discharged,
suspended or discriminated against for upholding Union principles and any employee
working under instruction of the Union or who serves on a committee may do so without
losing their position for such activity. There shall be no discrimination against any
individual employee of the County or member of the labor organization with whom the
County has a bona fide collective bargaining agreement with respect to the hire, tenure,
compensation or other terms and conditions of employment because of Union
membership or as required by law, except where such constitute a bona fide
occupational qualification.

1.04 Bargaining Unit Work. Bargaining unit work shall not be performed by
non-bargaining unit personnel except when called for by business conditions. Bargaining
unit personnel shall not be laid off or terminated as a result of non-
bargaining unit personnel performing bargaining unit work.
ARTICLE 2 - UNION-MANAGEMENT RELATIONS, DISCHARGE AND SUSPENSION AND NEW HIRE PROBATIONARY PERIOD

2.01 Authorized Representatives. All collective bargaining with respect to wages, hours and general working conditions of employment shall be conducted by the authorized representatives of the County and authorized representatives of the Union.

2.02 Discharge and Suspension. No employee will be discharged or suspended except for just cause, and prior to any such action being taken against an employee, except in situations where the County determines immediate action is required, the County will first notify the employee and Union in writing, affording them an opportunity to resolve the issue. Notification of all discharge and/or suspensions shall be in writing with a copy sent or given to the affected employee and emailed or faxed to the Union. This section shall not apply to probationary employees, work study students, interns, or temporary help.

2.02a Sheriff’s Office. Section 2.02 (Discharge and Suspension) shall not apply to Civil Service employees. No Civil Service employee will be discharged or suspended except as provided by the Rules and Regulations of the Civil Service Commission and as is provided in this Agreement.

2.03 New Hire Probationary Period. New Hires are defined as those employees who have received a probationary appointment in writing to fill a vacant budgeted full-time or part-time position, and who are serving an initial probationary period per section 7.03b (Probation Periods).

2.04 Sheriff’s Office Civil Service Rules. Wherever there is a conflict between this Agreement and Civil Service Rules, the Civil Service Rules shall prevail. Nothing contained in this Agreement shall be construed to be contrary to the Whatcom County Civil Service Rules and Regulations and RCW Chapter 41 relative to positions in the Sheriff’s Office only.

ARTICLE 3 - WORK SCHEDULE AND DAILY OVERTIME

3.01 Workweek and Work Schedule. The workweek for Fair Labor Standards Act purposes shall consist of seven consecutive days beginning on Sunday at 12:00 a.m. and ending on Saturday at midnight. The normal work schedule shall be set by the County as provided herein.

3.01a Work Schedule. The normal work day schedule shall customarily be eight (8) hours per day and five (5) consecutive days per week, except as follows:
(1) Work scheduling of Juvenile Probation Officers and Detention Staff shall be at the sole and exclusive direction of the Juvenile Court Administrator.

(2) By mutual agreement between the Union and the Executive or his or her designee, employees may have a work schedule consisting of four (4) ten-hour days.

(3) Maintenance and Operations crews will generally begin working a 10-hour per day schedule, 4 days per week, beginning the week before Memorial Day and will continue through the week of Labor Day. Under special circumstances, the M & O Superintendent may grant approval to begin 10-hour days earlier and/or end later. Equipment Services mechanics may be assigned 4 days per week, 10-hour days year round.

(4) Appraisers will have a choice to elect to work either a 5/8 or 4/10 schedule. Change requests shall be in writing 30 days prior to the start of the next schedule change. The ten (10) hour schedule will be from 7:00 a.m. until 5:30 p.m. including one-half (1/2) hour for an unpaid lunch. The eight (8) hour schedule, and holiday week schedule, will be from 8:00 a.m. until 4:30 p.m. including one-half (1/2) hour for an unpaid lunch. A & B Teams, each including at least one commercial appraiser, will either work Monday through Thursday or Tuesday through Friday and the changes in days off shall occur three (3) times per year on the first (1st) full work week each April, August and December, unless an alternative schedule is mutually agreed upon by an Appraiser and Management.

(5) Employees who are required by the County to cross the border to Pt. Roberts to perform work will collaborate with their supervisor to avoid/minimize overtime. The County will reasonably endeavor to pre-schedule the employee’s workweek. The parties agree there will be circumstances where overtime (section 3.02) is unavoidable.

(6) During a workweek in which a paid holiday occurs, employees working other than the normal eight-hour day, shall revert to the standard five (5) eight-hour day work schedule.

3.01b Modifications. Any change to employees’ existing work schedule(s) or modification(s) of hours which result in a reduction of hours shall be mutually agreed upon between the Union and the Executive or his or her designee except in case of an emergency. Emergency is defined by County Policy POL AD110010Z as currently applied. Modifications to the workweek which result in a reduction of hours shall not be construed to be a “layoff” as provided in Article 6 (Layoff & Recall). The Union shall not unduly withhold its agreement.

3.01c Alternative Schedules. Either an employee or the County may request the hours and the basic workday or workweek be modified to accommodate alternative schedules by agreement of the Executive or his or her designee when
recommended by the department head and agreed to by the affected employee. It is understood and agreed that the County will not make any arbitrary or unreasonable proposals and the employee and/or the Union will not arbitrarily or unreasonably withhold its concurrence with modifications proposed by the County. Such agreements shall provide for no reduction in service to the public and must not increase the County's compensation costs. Employees desiring to continue their existing Alternative Work Schedule shall verify that Schedule with his or her supervisor no later than November 30 each year. Any changes to an existing Alternative Work Schedule shall be requested using the Alternative Schedule Agreement form.

3.01c(1) 9/80's. Employees may, by mutual agreement between the employee and the County and for the sole convenience of the County, be alternatively scheduled for 80 hours over a two-week payroll period and such schedule shall not be subject to overtime unless the affected employee works more than 80 hours within the two week payroll period.

3.01d Flex Time. Upon employee or County request for a temporary modification of schedule and by mutual agreement between the employee and the department head, "flex time" may be used for periodic personal employee matters, to attend meetings or to perform work on behalf of the County. Such agreements shall provide for no reduction in service to the public and must not increase the County's compensation costs.

3.02 Overtime. Overtime at the rate of time and one-half shall be paid to employees who work in excess of their normal scheduled workday or workweek, except work performed in accordance with sections 3.01c (Alternative Schedules) and 3.01d (Flex Time), and as otherwise set forth below:

3.02a Overtime Must be Authorized. No overtime will be worked unless specifically authorized by the department head, or his or her authorized representative.

3.02b Pyramiding of Overtime. There shall be no pyramiding of overtime.

3.02c Overtime When Using Accruals. If an employee is approved to use accrued paid time off on a scheduled workday and the supervisor then "requires or authorizes" the employee to work part or all of the hours claimed as paid time off, any overtime calculation will take into account both compensated and worked hours. (Ex: Employee takes 2 hours of sick leave and works 6 hours. Supervisor requires employee to work an additional hour to complete a project. Employee would receive 2 hours of sick leave, 6 hours of regular pay and one hour of overtime pay).

3.02d Juvenile Detention. Both parties acknowledge that the 7(k) exemption under the FLSA will be utilized for the purposes of determining overtime compensation. An employee must work in excess of 171 worked hours in a twenty-eight (28) day work cycle in order to receive overtime pay. No overtime will be worked...
unless specifically authorized by the Juvenile Court Administrator or his designee. Employees working a 12-hour shift will shift from days to nights or vice versa every four (4) months starting in December. Section 3.05 (Response after hours) shall not apply to Juvenile Court detention employees working a 7(k) exemption schedule except that employees shall be paid overtime whenever such hours exceed straight-time hours permitted in section this section 3.02d.

3.02e Parks Department Overtime Exception. Park Rangers, Conservation and Parks Steward, Park Attendant, and Maintenance Worker II positions shall be exempt from overtime as outlined in this Agreement and shall work an open week as required.

3.02e(1) Parks Compensatory Time. Compensatory time shall be accrued for positions listed in section 3.02e (Parks Department Overtime Exception) at the rate of one and one-half for each hour worked (as defined in section 3.02 - Overtime) beyond forty (40) in any one (1) "workweek" (which includes Saturday, Sunday or a holiday). The use of compensatory time shall be during slack periods. In no event may the compensatory time bank exceed two hundred forty (240) hours total accrual in any calendar year or at any one time. Overtime pay and compensatory time cannot be requested for hours worked in the same day (ex: four (4) overtime hours worked – employee may not request two (2) hours of overtime pay and two (2) hours of compensatory time). If, for reasons beyond the control of the County, the employee cannot be afforded actual time off, the employee shall then be compensated at the hourly rate times the number of hours accrued. Evaluation of this work schedule shall be made by December 1st of each year.

3.02e(2) Working on a Holiday. Employees that are scheduled to work on a holiday will be scheduled another day off within the same pay period in lieu of having the holiday off.

3.02e(3) Lead Park Rangers. Lead Park Rangers will have access to a County vehicle assigned to the park. In circumstances where a Lead Park Ranger does not live on site, County vehicles shall remain at the Park at the conclusion of the Lead Park Ranger’s work day.

3.02f Public Works Crew Leaders Overtime Exception. It is understood and agreed that Road Crew Leaders and the Shop Crew Leader are supervisory employees within the definition of the Fair Labor Standards Act and state law and are exempt from the overtime provisions of the Agreement. Nevertheless, without prejudice or waiver of this statutory exemption, these employees will be compensated in accordance with the collective bargaining agreement for regularly scheduled "overtime", i.e., 12-hour shifts. No additional compensation will be paid to these employees for other work performed in excess of 40 hours per week. These employees will continue to be classified per Addendum A (Position Title Index) and be assigned a County vehicle.
3.02g M & O and Equipment Services. For the purposes of this section, qualifications shall be determined by supervisors based first on employee-assigned equipment and then second by an employee having recently demonstrated the required skills and experience for safely accomplishing the work involved.

When circumstances necessitate changing the routine use of the equipment (ex: snow plow, sander), qualifications shall be determined by supervisors based on seniority of employees having recently demonstrated the required skills and experience, for the modified equipment, for safely accomplishing the work required.

There are the following overtime opportunities within these divisions:

3.02g(1) Shift Continuation. For shift continuation, overtime shall be assigned to the qualified applicable crews/employees required to complete required work beyond the normal workday. Other employees will not be called to work if employees currently working are capable of doing needed work when that work is incidental to work in progress.

3.02g(2) Call Back. When calling employees for call back, supervisors shall document the call and if no answer or an employee refuses, they shall call the next employee according to the Order of Call backs.

3.02g(2)a M & O Call Back. For call back, other than a general emergency, the crew that normally performs the work will receive the call back. Order of Call Back for employees not on vacation or sick on a weekday (a new day begins at midnight) and all employees on weekends/holidays will be in the following order:

- by crew classification and qualifications, then by seniority from the Interest Sheet.
- by classification and qualifications, then by seniority from the Interest Sheet asking from the top (most senior) and forcing from the bottom (least senior).
- by crew classification and qualifications, then by seniority from those not on the Interest Sheet.
- by classification and qualifications, then by seniority from those not on the Interest Sheet asking from the top (most senior) and forcing from the bottom (least senior).
- If an employee indicates they are unavailable for Saturday the employee is also disqualified for Sunday.

3.02g(2)b Equipment Services Call Back. For call back, other than a general emergency, order of call back for employees not on vacation or sick on a weekday (a new day begins at midnight) and all employees on weekends/holidays will be in the following order:

- by employee seniority with the required qualifications/experience/normal work assignment (eg: marine welding, ferry mechanical, heavy truck, auto, etc.).
3.02g(3) General Emergency – 12-Hour Shifts. When a general emergency has been determined, management and crew leaders will establish staffing for the general emergency and move to 12-hour shifts. Employees are assigned to work one of two 12-hour shifts on an annual basis. For transition purposes, staff currently working will, based on the requirements to accomplish the work:

1. be released from duty before the end of their normal shift with pay for the regularly scheduled shift, or
2. be retained through their assigned emergency 12-hour shift, or
3. work through their normal shift (or beyond) and then be recalled to their emergency 12-hour assigned shift if the need continues.

At the end of a general emergency, employees shall revert to eight (or ten) hours of work on weekdays and on weekends and holidays, work will end upon completion of the emergency work.

During periods of extreme weather and other such emergencies, employees in the M & O and Equipment Services Divisions who are on vacation and desire to come into work shall be paid the same rates of pay as during a normal work day.

3.02h Overtime for <1.0 FTE’s. Less than 1.0 budgeted FTE do not get overtime for working over their normal scheduled workday, but for working over eight (8) hours in a day or their scheduled work day whichever is greater, or forty (40) hours in a week.

3.02i Sheriff’s Office. Overtime will be distributed as equally as possible within the Sheriff’s Office, however, all overtime will be assigned through the Sheriff’s Office based on County needs and employee qualifications.

3.02i(1) Outside Maintenance Coordinators. Overtime shall be distributed as equally as possible each calendar year, starting with the most senior Coordinator and rotating to the next senior Coordinator for the next overtime opportunity. If no Coordinators elect the overtime opportunity in rotation, then the least senior available Coordinator will be ordered in.

3.02i(1)a Extended Overtime. Outside Maintenance Coordinators required to work on overtime for an extended period shall be entitled to a minimum of eight (8) hours’ time off before returning to duty.

3.03 Compensatory Time. The provisions of the contract requiring one and one-half times the regular rate of pay do not apply to any employee who requests and is granted compensatory time off in lieu of overtime pay. Compensatory time may not be imposed by the Employer in lieu of overtime pay upon any employee who has not so requested such compensatory time. Compensatory time is accrued at the appropriate overtime rate for each hour of overtime worked. Employees requesting compensatory time in lieu of assigned overtime pay shall have such request granted up to a maximum of twenty-four (24) compensatory hours per calendar year. Additional compensatory
time may be mutually agreed to, but an employee may accrue no more than a maximum of eighty (80) hours of compensatory time at any one time. Overtime pay and compensatory time cannot be requested for hours worked in the same day (ex: four (4) overtime hours worked -- employee may not request two (2) hours of overtime pay and two (2) hours of compensatory time). By mutual agreement, an employee may cash out accrued compensatory time at the end of each calendar year. An employee will be allowed to use the comp time within a reasonable period and after making a request, so long as such use does not unduly disrupt the operations of the County. Accrued compensatory time is paid to an employee at the regular rate earned by the employee at the time employee receives such payment.

3.03a Parks. All employees except Park Rangers, Conservation and Park Steward, Park Attendant and Maintenance Worker II positions shall be subject to the compensatory time provision listed in section 3.03 (Compensatory Time) above. See section 3.02e (Parks Department Overtime Exception) for identified Park positions compensatory time language.

3.04 Working Days Not Part of Normal Schedule. Work performed on a Saturday shall be paid at the rate of time and one-half, and work performed on Sunday shall be paid at the rate of double-time, only if those days are not part of the employee’s normal work schedule, except as follows:

3.04a Facilities Management Scheduling. It is understood and agreed that there may be certain normal work schedules for Facilities Management which start on a Friday of a week and end on a Saturday; the normal shift starts between 5:00 p.m. and 5:30 p.m. It is further understood and agreed that when such schedules are utilized that the shifts which start on Friday but which end on Saturday a.m. shall be paid at straight time and shall be considered a Friday shift; provided that such shifts do not start after 6:00 p.m. Friday. Except as provided above, both scheduled and unscheduled overtime shall be paid in accordance with section 3.02 (Overtime). All other applicable overtime provisions of section 3.02 (Overtime) shall apply.

3.05 Response After Hours.

3.05a Call Back.

3.05a(1) Following Completion of Shift. Employees called back following completion of a shift shall be guaranteed three (3) hours at the appropriate overtime rate. Call back occurs when an employee leaves work after a regular working day and is subsequently requested to return.

3.05a(2) On Saturday, Sunday or Holiday. Employees called back to duty on a Saturday, Sunday or holiday shall be guaranteed four (4) hours pay at the overtime rate listed in section 3.04 (Working Days not Part of Normal Schedule) and section 15.04 (Pay for Work Performed on Holidays). If work extends beyond four (4) hours, the employee shall be paid the actual hours worked at the overtime rate.
3.05a(3) **On Vacation.** Employees called back from vacation shall be guaranteed four (4) hours at the rate of time and one-half, or double time if on a Sunday or Holiday, and return of the vacation day.

3.05a(4) **M & O and Equipment Services.** Employees in the Public Works M & O and Equipment Services Divisions will be paid call back pay for emergency call outs for sign replacement or road block removal (fallen trees or mudslides) in the amount of three (3) hours guarantee at the overtime rate rather than four (4) hours as outlined above in Sections 3.05a(2) (On Saturday, Sunday or Holiday) and 3.05a(3) (On Vacation). When Public Works M & O and Equipment Services employees are notified at least ten (10) hours in advance that they are to report at a different time, such employees shall be paid in accordance with section 3.07 (Work Outside of Normal Hours).

3.05b **Telephonic Response.** Employees authorized by their department head or designee to telephonically respond remotely to emergencies between the hours of 9:00 p.m. and 6:00 a.m. shall receive one (1) hour minimum pay per incident at the rate of time and one half.

3.05c **Electronic Response.** Employees required by their department head or designee to remotely respond electronically to expected emails, voicemails, alerts, or other notifications after normal work hours shall receive pay at time and one half only if the time involved with each instance is more than incidental (i.e.: exceeds 7.5 minutes).

3.05d **Pagers and Cell Phones.** Designated Sign Crew, Fire Inspectors, Information Technology, M & O Team Leaders, Road & Shop Crew Leaders, Pt. Roberts Maintenance Worker, Facilities Maintenance, Sheriff ID Technicians assigned to Evidence, and such other staff as required by the County to carry a pager or cell phone and be promptly available for service after normal work hours on a regularly scheduled basis shall be paid as listed in Addendum A (Position Title Index) so long as they are designated to perform such duties. Employees so designated need to be readily available to respond to emergencies. The parties agree for comparability purposes this collective bargaining agreement provides such premium to employees as an element of wages.

3.06 **Split Shifts.** No employee covered by this Agreement shall be required to work a split shift. This section does not apply when section 3.02g(3) (General Emergency – 12 hour shifts) is applied.

3.07 **Work Outside of Normal Hours.** Shifts established which require work beyond 6:00 p.m. will have a premium of seventy – five cents ($0.75) per hour for all hours worked after 6:00 p.m. and before 7:00 a.m.; provided, that when working a ten (10) hour shift, the premium shall be paid for all hours worked after 6:00 p.m. and before 6:00 a.m. This clause shall not apply to Adult Probation Officers, Planners, Park Rangers, Conservation and Parks Steward, Park Attendant and Maintenance Worker II
positions. The parties agree for comparability purposes this collective bargaining agreement provides a premium to Juvenile Detention Officers and Custodians as an element of wages.

3.07a Juvenile Detention. Juvenile Detention Officers working 12-hour shifts are paid at the appropriate sub-range which includes all compensation for work outside of normal hours.

3.08 Working Out of Classification. When an employee is temporarily assigned by his or her department head or designee to higher-level duties of a higher-paid classification, and performs the work without supervision e.g., for vacation and/or sick leave fill-in purposes – not training, the employee shall receive a premium of one dollar and twenty-five cents ($1.25) per hour, or one dollar and seventy-five cents ($1.75) per hour if the higher-level duties of a higher-paid classification worked is three or more ranges higher for any hours actually worked in such classification. In Juvenile Detention, employees assigned as temporary shift supervisors must be scheduled to work the entire shift.

3.08a Temporary Assignment. When an employee is temporarily assigned the duties of a lower position, there shall be no reduction in pay.

3.08b Work Outside the Bargaining Unit. When an employee is assigned higher level duties of a higher paid classification outside of this labor agreement, the County and Union will address additional out of class premiums on an individual basis.

3.09 Absence or Tardiness Due to Adverse Weather. Employee absence from work or tardiness due to inability to report for work because of severe inclement weather shall be charged in the following order:

1. Flex time per Section 3.01d (Flex Time)
2. Any accrued compensatory time,
3. Any accrued vacation leave,
4. Personal Holiday,
5. Leave without pay,
   An employee has the option of taking leave without pay, instead of having the lost time charged against accruals, provided the Payroll Office is notified before the payroll cut-off date.

3.10 Juvenile Detention Shift Bidding. Vacant shifts are bid by seniority and position title, except to facilitate the County’s need to maintain a ratio of male to female staff. Employees may be temporarily assigned to another shift to facilitate training or for monitoring of performance.
3.11 Jail Clerk III Shifts. Jail Clerk IIIs shall rotate shifts amongst themselves every twelve months provided it may be more frequent dependent upon the needs of the Sheriff's Office.

ARTICLE 4 - LUNCH AND REST BREAKS

4.01 Work Breaks. Employees who are not "required" to work by their supervisor during a lunch or rest break are deemed to have been "allowed" to take such lunch or rest break. Rest and lunch breaks may be intermittent as permitted by law. Lunch and rest breaks may not be accumulated or not taken in order to shorten the workday or work week.

4.01a Rest Break. All employees covered by this Agreement shall be allowed a paid rest break (coffee break) of fifteen (15) minutes approximately halfway through the first and second half of each shift.

4.01b Lunch Break. An unpaid lunch break of not less than thirty (30) minutes nor more than sixty (60) minutes shall be allowed and begin no earlier than two (2) hours and no later than five (5) hours after the start of the shift or as otherwise required/ permitted by law.

4.02 Meals During Custodial Care. Employees required to remain on duty in order to maintain judicial custodial care of persons in their direct charge in Juvenile Detention or off site with a work crew, shall be permitted to observe a thirty (30) minute lunch while on County time provided there is no relief provided to permit the employee a duty free lunch.

4.03 Custodian Lunch Break. Custodians who regularly work the "night shift" schedule and whose responsibilities do not require them to be available for public and departmental requests will be allowed, upon request, to forfeit their unpaid thirty (30) minute lunch period and in its stead use their two (2) paid fifteen (15) minute rest breaks as the lunch period as long as:

a. When a "night shift" work schedule is utilized, it is agreed that eight (8) hours including lunch time (rest breaks) will be paid at the straight time hourly rate.

b. The only break from work will be the lunch period as stated in this section 4.03

c. Working continuously does not cause safety issues, such as increased incidence of injury.

d. During shifts when power equipment will be used continuously, such as carpet cleaning and floor buffing, the hours of work shall revert to normal
contract provisions.

4.03a No Increase to Compensation Costs. Section 4.03 (Custodian Lunch Break) must not increase the County’s compensation costs directly, indirectly or incidentally.

4.03b Cancellation Waiver. Both parties reserve the right to cancel the application of Section 4.03 regarding Custodian Lunch Breaks at any time following a fourteen (14) day written notice, or immediately if any determination is received to indicate that this waiver is unlawful or held to be invalid.

4.04 Facilities Maintenance Lunch Break. Due to the nature of the work performed, Facilities Maintenance employees working a shift between the hours of 7:00 a.m. and 5:00 p.m. shall combine their paid rest breaks with an unpaid thirty minute lunch break near the middle of the workday.

a. During shifts when certain types of equipment or work could be dangerous to perform without a break, an employee returning from an injury, an employee suffering from a chronic injury, or other reason which does not allow for continuous work without a break, the parties agree to adhere to the work break language in Section 4.01 (Work Breaks).

b. Instances involving an injury will require appropriate doctor certification.

4.04a No Increase to Compensation Costs. Section 4.04 (Facilities Maintenance Lunch Break) must not increase the County’s compensation costs directly, indirectly or incidentally.

4.04b Cancellation Waiver. Both parties reserve the right to cancel the application of Section 4.04 (Facilities Maintenance Lunch Break) regarding facilities maintenance lunch breaks at any time following a fourteen (14) day written notice, or immediately if any determination is received to indicate that this waiver is unlawful or held to be invalid.

ARTICLE 5 - SENIORITY

5.01 Definitions.

5.01a County Seniority. County Seniority is defined as the length of continuous regular service in the employ of Whatcom County.

5.01b Bargaining Unit Seniority. Bargaining Unit Seniority is defined as the length of continuous regular service within the bargaining unit covered by this Agreement.
5.01c **Department Seniority.** Department Seniority is defined as the length of continuous regular service in a department covered by this Agreement.

5.01d **Division Seniority.** Division Seniority is defined as the length of continuous regular service in a division within a department covered by this Agreement.

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<tr>
<th>Department</th>
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<tbody>
<tr>
<td>Administrative Services</td>
<td>Facilities Management</td>
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<td>Finance</td>
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<td>Information Technology</td>
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<td>Assessor</td>
<td>Appraiser</td>
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<td>Clerical and all others</td>
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<tr>
<td>Auditor</td>
<td>Elections</td>
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<td></td>
<td>Recording</td>
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<td>Licensing</td>
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<tr>
<td>Council</td>
<td>Clerical (Hearing Examiner only)</td>
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<tr>
<td>District Court</td>
<td>Clerical and all others</td>
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<tr>
<td>District Court Probation</td>
<td>Probation Officers</td>
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<td>Clerical and all others</td>
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<tr>
<td>Health</td>
<td>Health Professionals</td>
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<td>Clerical</td>
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<td>Parks &amp; Recreation</td>
<td>None</td>
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<td>Planning &amp; Development Services</td>
<td>Professional</td>
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<td>Clerical and all others</td>
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<tr>
<td>Prosecuting Attorney</td>
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<td>Public Defender</td>
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<td>Public Works</td>
<td>Administration (PW Administration,</td>
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<td>Accounting Staff, and all others)</td>
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<td>River &amp; Flood)</td>
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<td>Central Shop (M &amp; O, Equipment Services)</td>
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<td>Stormwater and Natural Resources</td>
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</tbody>
</table>
Sheriff
Outside Maintenance Coordinators
Division of Emergency Management
Clerical and all others

Superior Court
Probation Officers
Juvenile Detention Officers
Clerical and all others

Treasurer
Clerical and all others

WSU Extension
Clerical

5.02 Seniority Following Transfer to Another Department/Division. An employee who transfers from one seniority unit (department or division) to another at the employee’s own request shall lose all seniority in the original department/division and the date of transfer to the new department/division is the employee’s new seniority date for purposes of vacation selection, layoff, promotions, etc., within the new seniority unit. Seniority for vacation accrual shall be based on the employee’s County seniority date.

5.03 Dovetailing of Seniority Following Merger/Consolidation. In the event of a merger or consolidation of operations covered by this Agreement, the seniority of bargaining unit employees affected by the merger or consolidation shall be dovetailed based on most recent hire date with the County.

5.04 Loss of Seniority. Seniority and the employment relationship shall be terminated when the employee quits; is discharged; is absent from work without notifying his/her supervisor; is on layoff and fails to report for work to the position from which the employee was laid off; does not report for work at the end of an authorized leave without prior approval; is laid off for a period in excess of three hundred ninety-five (395) calendar days.

5.05 Transfer to Position Outside Bargaining Unit. Non-probationary employees who transfer to work for the County in a capacity not within the jurisdiction of this Agreement shall maintain their seniority status in the bargaining unit for a period of six months. Employees returning to the bargaining unit within such six-month period will be reassigned the seniority date they held when they accepted the transfer. Employees returning to the bargaining unit after such six-month period will take the date of return to the bargaining unit as their seniority date.

ARTICLE 6 – LAYOFF & RECALL

6.01 Layoffs. In the event the County decides that layoffs are necessary, it is agreed that management will identify the position title to be cut.

6.01a Bumping. The junior full time or part time employee(s) within the position title will then be notified of the layoff. If any such employee is senior to another employee holding a different position title, which is higher or lower in rank within the
department, except Public Works, which shall be by Division, and if the laid-off employee is qualified to fill such other position title held by the junior employee within a department, the senior employee may exercise seniority rights to "bump" the junior employee.

**6.01b Notice.** The County will make a good faith effort to provide thirty (30) days’ notice to employees initially selected for layoff due to reduction in force. This notice provision does not apply to employees who are laid off as a result of bumping.

**6.01c Divisions.** The following shall apply to the interpretation and application of section 6.01 (Layoffs) above:

<table>
<thead>
<tr>
<th>Department</th>
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<td></td>
<td>Central Shop (M &amp; O, Equipment Services)</td>
</tr>
<tr>
<td></td>
<td>Stormwater and Natural Resources</td>
</tr>
</tbody>
</table>

**6.01d Seniority Accrual.** Employees on layoff status shall continue to accrue seniority during a three hundred ninety-five (395) calendar day period.

**6.01e Return to Original Department/Division.** Laid off employees accepting positions in a department, except Public Works which shall be by division, other than their current department/division shall have the opportunity of transferring back to their original department/division in seniority order as openings occur within three hundred ninety-five (395) calendar days from layoff.

**6.01f Bumping Rights.** In the event of a layoff, employees may exercise their bargaining unit seniority to bump into positions held by junior employees in the seniority unit they last moved from, if any, provided:

1. The employee is qualified to fill the vacant position;
2. The employee is the senior person among those in all seniority units given notice of layoff;
3. The employee satisfactorily completes a six (6) calendar month probation period.

**6.01g Step Placement.** Employees bumping to a lower range will maintain at least their current rate of pay for the first sixty (60) days. After sixty (60) days, if their current rate of pay is above the top step of the range they are bumping into, their rate of pay will decrease to the top step of the range they are bumping into otherwise, employees bumping to a lower range will be placed in a step which pays them at least equal to the amount they are receiving before they bump. Employees bumping to a higher range will go to the step in the range which affords them a rate of
pay at least equal to the amount they are receiving and no less than entry step. No bumping activity will be considered a promotion or reclassification and there will be no percentage increase tied to any bumping activity.

6.01h Sheriff's Office. The provisions of Article 6 (Layoff and Recall) shall not apply to Sheriff's Office employees in positions that are subject to the Whatcom County Civil Service Rules.

6.02 Recall. Employees with recall rights covered by this Agreement who have been on layoff shall be afforded the opportunity of returning to work in any department covered by this Agreement prior to vacancies being opened to the public, provided:

1. All members who had been laid off in the respective seniority unit have either been recalled to work or have refused to accept a vacant position which was offered them;

2. The employee is qualified to fill the vacant position;

3. The employee is the senior applicant among those who have applied for the vacant position;

4. The employee satisfactorily completes a probation period per section 7.03b (Probation Periods).

6.02a Notice of Recall. A laid off employee and the Union shall be given written notice of recall by email. Upon written request by an employee, the County will provide notice of recall by U.S. mail. Such employee must respond by phone to such notice within three (3) working days after receipt of the emailed letter, and report to work as directed. If an employee fails to comply with these recall provisions, he/she shall lose all seniority rights. Proof of sent email or mailing shall be sufficient to justify the loss of seniority if the employee fails to comply with these recall provisions.

ARTICLE 7 – JOB ASSIGNMENTS, POSTINGS, AND OPENINGS

7.01. Job Assignments. Employees shall be given work assignments or re-assignments by their supervisor within the employee's respective Addendum A position title. When necessitated by business needs, the County shall, in making work assignments or re-assignments, consider employee seniority, qualifications, abilities and preference. Where two or more employees have equal qualifications and abilities the employee with the greatest seniority in the Addendum A position title within their department, except Public Works, which shall be by division, shall be offered the assignment. If the senior employee declines the offer, the assignment shall be offered to the next senior employee, and so on, until accepted or until reaching the least senior employee identified, who shall be given the assignment.
7.02 Job Postings. When vacancies or new jobs occur in positions covered by this Agreement, the County shall email designated department contacts who shall post the email that the job is vacant and the specific details are available on the County's internal website for six (6) working days prior to posting on the external website. Upon Union approval, the County will post positions simultaneously internally and externally. Qualified internal applicants will receive first consideration before any external candidate. Job descriptions for posted positions will be available online.

7.02a Job Postings Outside Bargaining Unit. Bargaining unit employees who wish to apply for a position outside this bargaining unit before it is advertised to the public may do so by the posted closing date. Applications will be reviewed only if there are no current, eligible and qualified applicants within the unit where the vacancy exists. The County, at its sole discretion, may or may not select employees for any type of opening, or may proceed with a public posting and include the employees in the employment process. This provision shall only apply to job postings outside the bargaining unit.

7.02b Job Postings for Sheriff’s Office Staff. The provisions of section 7.02 (Job Postings) shall not apply to Sheriff’s Office staff in positions that are subject to Whatcom County Civil Service Rules.

7.03 Openings. Employees shall be afforded an opportunity to apply for any different posted Addendum "A" position from which he or she may currently occupy. For any posted opening occurring in a different department (except by division for Public Works) employees shall have an opportunity to apply. Openings shall be offered to qualified applicants in seniority order as provided herein. Management at its discretion shall select supervisors.

In order to be eligible to apply for a vacancy within the bargaining unit, a new employee to the County must have completed at least one (1) year of work and achieved at least "meets job requirements" on all performance elements. Employees during their first year with the County may be transferred or promoted by the County when no qualified non-probationary employee is selected.

7.03a Qualified Applicants. Qualified applicants for open positions will be considered in the following order before outside candidates are considered:

1. employees within the applicable seniority unit (department);

2. employees in the seniority unit (department) who are on layoff and have recall rights at the time the position is posted;

3. the remainder of the bargaining unit, including any employees outside the seniority unit who are on layoff who have recall rights at the time the position is posted.
7.03b Probation Periods. A reasonable probation shall be as listed below and will be extended by total number of days absent from County facilities for any non-County reason including workers' compensation, FMLA absences or other absences:

1) new hires shall serve a probation period of six (6) months or up to twelve (12) months for positions with cyclical duties in order to be evaluated in all job functions

2) positions without cyclical duties:
   a. four (4) months for transfers and promotions,
   b. six (6) months for lead/supervisory,
   c. six (6) months for recalled employees

3) positions with cyclical duties:
   a. four (4) up to twelve (12) months for transfers and promotions,
   b. six (6) up to twelve (12) months for lead/supervisory,
   c. six (6) up to twelve (12) months for recalled employees

4) successful completion of initial attendance at an Academy for Juvenile Detention and Juvenile Probation Officers, but not less than six (6) nor more than twelve (12) months

5) not less than twelve (12) months for District Court and District Court Probation positions, except District Court Probation Officer positions which must also successfully complete initial attendance at an Academy

6) fifteen (15) months for new hires to Sheriff's Office Civil Service positions. Twelve (12) months for internal transfer between different Civil Service positions in the Sheriff's Office.

7.03b(1) Return Rights. A transferred or promoted employee may return to their former existing position for the longer of twenty-eight (28) calendar days following their first day, or the date their former position is posted to be filled, but no longer than the probation of their new position. Returning employees retain prior seniority. The County does not guarantee return to the same assignments.

7.03b(2) Probationary Period Extensions. Probationary periods can be extended for up to six (6) months with mutual agreement by the Union and the County provided the Union is notified at least ten (10) calendar days prior to the end of the probationary period.

7.03c Openings in Public Works. Within the Public Works department, vacancies shall be filled with the following considerations:

1) The opening shall first be offered to qualified applicants of the work
units within the Division in Division seniority order.

(2) If not filled from within the Division the opening shall next be offered to qualified applicants within the Department in Department seniority order.

(3) If not filled from within the Department, the opening shall next be offered to qualified applicants within the bargaining unit in County seniority.

7.03d Certification in M & O and Equipment Services. Employees holding positions within M & O and Equipment Services which require specialized certification, test or license as identified by the County in order to perform the function, shall, when the certification is obtained, be placed in an appropriate sub-range. Identified positions requiring specialized certification, test or license are as follows: arborist (1 position), Crane Operator (2 positions) and bridge inspection (2 positions). Employees appointed to any of the aforementioned positions shall not laterally transfer within two (2) years of appointment or certification, whichever is later. Crane Operators added under this section shall be credited for any time worked for purposes of the lateral transfer restriction above.

7.03e Openings for Juvenile Probation Officers. The provisions of Article 7 (Job Assignments, Postings and Openings), shall not apply to probation officers in Juvenile. In the case of an opening for a probation officer position, Juvenile Court will consider qualified internal applicants from Juvenile Court before interviewing applicants outside the Department.

7.03f Openings for District Court and Probation Staff. The provisions of Article 7 (Job Assignments, Postings and Openings), shall not apply to District Court and Probation staff. Notwithstanding any other provisions of this Agreement, District Court and Probation staff are screened and recommended for hire to the Judges by the District Court & Probation Administrator. District Court and Probation employees are on a probationary period with the department pursuant to Section 7.03b (Probation Periods). Whether the probationary period shall be extended or regular status attained at the end of the probationary period must be agreed on by the employee, the Administrator, and the presiding Judge. The nature of service provided by Probation Officers requires them to have their home phone numbers available to cooperating agencies, as directed, attend after-hours functions and/or perform after-hours Officer services, as authorized.

7.03g Definition of Supervisor. For purposes of Section 7.03b (Probation Periods), supervisory positions are defined to be those positions which directly supervise employees with responsibility for quality and quantity of work, methods and performance evaluations. Also responsible for or makes recommendations on discipline, promotions, hiring, salary changes, terminations and budgets.

7.03h Openings for Sheriff's Office Staff. The provisions of Article 7
(Job Assignments, Postings and Openings), shall not apply in positions that are subject to the Whatcom County Civil Service Rules. In the case of openings in such positions, the Sheriff's Office will consider qualified internal applicants from the Sheriff’s Office before considering applicants from this Agreement or outside this Agreement at the Sheriff's discretion. Matters pertaining to promotional exams are covered by the Civil Service Rules.

7.04 Opening Vacancies to Bargaining Unit Employees Before the General Public. When a vacancy occurs in the bargaining unit covered by this Agreement, the County will attempt to first fill the position with a qualified applicant from within the bargaining unit before the position is opened to the public.

7.05 Provisional Appointments. The County may, at its sole discretion, make provisional appointments to an appropriate range, for employees not fully meeting all requirements and qualifications provided such provisional appointment shall be in writing with a copy to the Union.

7.06 Employee Applications. The County agrees that the Union may advance proof, for any employee applying for a posted position, that said employee’s education, experience or training meets the County’s qualifications and provides them the skills, knowledge and abilities required to perform the duties of the position. The County shall be the judge of employee qualifications and abilities.

7.07 Ability to Cross Border. Employees must maintain the ability to cross the Canadian border if they are assigned to a position which may at any time require crossing the Canadian Border.

7.07a Employees on Payroll on July 8, 2008. In the event U.S. employees employed on July 8, 2008 are required to provide documents crossing the border where the cost to the employee would exceed fifty dollars ($50) the County and Union agree to meet and bargain the impact on employees. If an employee employed on July 8, 2008 is unable to maintain his/her ability to cross the border, the County and the Union agree to meet and bargain the impact on said employee(s), if necessary.

7.08 Driver’s License. Employees must maintain a valid Washington State driver’s license and required endorsements if they are assigned to a position which requires driving. If an employee is unable to maintain his/her ability to legally drive, the County and the Union agree to meet and bargain the impact on said employee(s), if necessary. The County reserves the right to review driver’s license status on a periodic basis.

ARTICLE 8 - HEALTH AND WELFARE BENEFITS

8.01 Eligibility Criteria. The County agrees to make contributions into the Benefit Trust Funds, in order to provide the benefits outlined in the following sections of this Article on behalf of all full time and part time employees covered by this Agreement.
who are regularly scheduled to work and compensated at least eighty (80) hours per month, who are not section 1.01a (Exclusions) employees. Eligibility and contributions for employees newly employed with the County begins on the first of the month following eighty (80) compensated hours in one (1) calendar month of employment. The County obligation shall not exceed an initial two (2) months of contribution to establish coverage under Washington Teamsters Welfare Trust Plans. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave or income resulting from industrial injury not to exceed twelve (12) months from the date of injury; provided that said work, vacation and/or paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Compensation earned in one (1) month provides benefit coverage pursuant to the Trust. Lump sum cashout of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution. Benefits shall include the employee, spouse and dependent children in accordance with the Washington Teamsters Welfare Trust Plans.

8.01a Eligibility for Employees on Payroll on 5/4/93. Employees on the payroll on May 4, 1993, will remain subject to the eligibility requirement of 50 compensated hours.

8.02 Trust Terms. The County agrees to be bound by the terms of the Trustees of the Trust Funds as required by section 8.01 (Eligibility Criteria).

8.03 Health & Welfare. The County agrees to make monthly contributions towards the following plans:

a) Medical. – Washington Teamster Welfare Trust Plan “B”.

b) Dental. – Washington Teamsters Welfare Trust Dental Plan “B”.


d) Life. – life insurance through a carrier to be selected by the County for one year’s base salary to a maximum of $50,000.


8.04 Maintenance of Benefits

8.04a Medical Contributions

8.04a(1) County Contribution. Beginning May 2017, based on the
preceding month's hours, the County shall pay the monthly premium cost of $1,195.30 for Plan year 2017 to fund the Washington Teamster Welfare Trust Plan "B" and optional Plan "D" Time Loss Plan.

For Plan year 2018, the County shall pay the actual monthly premium cost or up to $1,250, whichever is less.

8.04a(2) Employee Contribution. Should funds designated in section 8.04a(1) (County Contribution) not be adequate to cover the full contribution for Medical Plan B and the optional Time Loss Plan D, payment via payroll deductions in the amount needed to fully fund the contribution for both Medical Plan B and Time Loss Plan D shall be the obligation of the employee. Any employee obligation shall be satisfied through payroll deduction utilizing the Flex 125 program. The Union may give the County 60 days' notice to drop Time Loss Plan D to reduce the amount of any employee obligation.

8.04a(3) Employee Failure to Make Contributions During Absence. In the event an employee is a beneficiary of Section 8.03, Health and Welfare, without compensable hours, and the employee has not written a check to reimburse the County per Section 8.04a(2) during their absence, such amount shall also be repaid to the County as provided in Section 8.04a(2).

8.04b Dental, Vision, Life, and Waiver of Contribution. The County agrees to pay the appropriate monthly contribution amount necessary to provide the benefits listed in sections 8.03 b), c), d), and e) (Dental, Vision, Life and Waiver of Contributions) during the life of this Agreement.

8.05 Non-Trust Plans. The County agrees that all information regarding provisions and costs of plans not covered by Teamsters through Federal Taft Hartley Trust Funds shall be made available to the Union within one (1) calendar month of written request from the Union.

8.06 Flex 125. All bargaining unit employees are eligible to enroll in the County's Flexible Spending Account Plan (Flex 125).

8.07 Medical Advisory Committee. The County shall establish a Medical Advisory Committee. When the County convenes the Medical Advisory Committee, a union representative and one (1) bargaining unit member, designated by the union, shall be afforded the opportunity to attend the Medical Advisory Committee.

8.08 Retirement Health Savings Plan. The County agrees to make available to bargaining unit members a Retirement Health Savings Plan as provided by the County and in accordance with and as allowed by IRS regulations.

8.09 Re-Opener. Upon 30 days' notice to the County, the Union may open the provisions of this Article 8 (Health & Welfare Benefits) for the purposes of substituting alternative benefit plans or programs for the ones contained in this Article 8 (Health & Welfare Benefits).
Welfare). It is agreed that the County shall not incur any additional cost or liability either
directly or indirectly by virtue of any substitution of plan or program. Except for the
foregoing limit on County liability and cost, the County will not unreasonably withhold its
agreement.

ARTICLE 9 - SICK LEAVE

9.01 Eligibility Criteria. To be eligible to accrue sick leave as provided herein,
employees must receive compensation each month. The term compensation as used
herein is defined to be payment of wages for work performed, vacation, accrued sick
leave, or other paid leave; provided that said work, vacation and/or paid leave must
equal or exceed payment for eighty (80) hours in a calendar month. Income resulting
from an industrial injury to a maximum of twelve (12) months from the date of the injury
shall also be credited as compensation.

9.01a Eligibility for Employees on Payroll on 5/4/93. Employees on
the payroll on May 4, 1993, will remain subject to the eligibility requirement of 50
compensated hours.

9.02 Accrual Rate. Cumulative sick leave shall accrue to all full-time and
part-time employees based on their currently assigned, but no more than their budgeted
full-time equivalency (FTE), who are compensated at least eighty (80) hours in one (1)
calendar month of employment, in the amount of eight (8) hours for each month of
employment to a maximum of nine hundred and sixty (960) hours. For new hires, sick
leave accruals shall begin the first of the month following eighty (80) compensated
hours in one (1) calendar month.

9.02a Employees Appointed to < 1.0 FTE. Employees appointed to
less than a 1.0 FTE shall receive such benefits based on their currently assigned, but
no more than their budgeted full-time equivalency (FTE).

9.02b Layoff Impact on Accrual. If an employee is on layoff, sick leave
shall not accrue during such layoff; however, upon return to work, the sick leave accrual
at the time of layoff, minus any cashout, shall be made available to the employee and
additional days shall accrue from the first month the employee returns to work.

9.02c Maximum Accrual. In general, one day of sick leave is accrued
each month even if an employee has accrued the maximum sick leave permitted under
a union contract. An employee, who has accrued nine hundred and sixty (960) hours of
sick leave on December 31 of any year, shall be allowed to accrue up to one thousand
and fifty-six (1,056) hours of sick leave during the year immediately subsequent. These
additional hours of accrual may not be cashed out. The employee’s total accrual reverts
back to no more than nine hundred and sixty (960) hours at the end of the last pay
period of any calendar year.

9.03 Sick Leave Usage. Sick leave shall include time off for the bona fide
illness, accident or injury, dentist and doctor appointments of the employee. An
employee may use sick leave to care for the child of the employee, or a dependent child as defined by law, with a health condition that requires treatment or supervision or for the care of an employee's spouse, State registered domestic partner, registered spousal equivalent (40 hour maximum), parent, parent-in-law or grandparent with a serious health condition or an emergency condition. Family members are as defined by RCW 49.12. Use of sick leave other than the purposes outlined in this Article may result in disciplinary action.

9.03a Proof of Illness. Upon reasonable request by the County, employees shall provide proof of illness.

9.03b Notification to Supervisor. It is the employee's responsibility to notify their supervisor of their inability to work because of illness or injury prior to the beginning of the work day. In the event no sick leave notification is made prior to the beginning of the work day or per department/division policy/practice the department head shall consider and handle the employee's absence as an absence without pay, unless it was impossible to make or cause such notification. In the case of an illness which will result in a protracted absence, a letter from the doctor giving an anticipated return date will waive the daily notification requirement, but may not waive statutory leave notification requirements.

9.03c Registering Spousal Equivalents. Employees must register their spousal equivalent with Administrative Services – Human Resources on the appropriate form before being able to utilize accrued sick leave.

9.03d Sick Leave Sharing Program. The County agrees to allow a yearly donation maximum of twenty-four (24) hours under the County's Sick Leave Sharing Program. This section is not subject to the grievance procedure.

9.03e Compassionate Leave. Employees may donate accrued vacation leave to employees for the serious health condition (as defined by FMLA) of the employee or as otherwise provided by County policy. This section is not subject to the grievance procedure.

9.03f Excess Sick Leave Contributions. Employees who have at least 960 hours in their sick leave bank at the beginning and end of the calendar year (or at the beginning of a calendar year and upon termination in that same year) are eligible to receive a Retirement Health Savings (RHS) contribution based upon a portion of the hours accrued but not used during the year. Sick leave hours accrued to a maximum of forty-eight (48) hours may be eligible for partial contribution to a Retirement Health Savings Plan if less than forty-eight (48) hours of sick leave are used that year. Calculation is based on 25% of eligible hours, paid at the hourly rate at year end. Hours used in this calculation are no longer available to the participant.

9.04 Separation Cashout. An employee with three (3) or more years of current continuous employment with the County shall be entitled to cashout upon termination in
the amount of twenty-five percent (25%) of their sick leave bank at the time of termination; provided, however, such employee has given at least two weeks' notice prior to termination; and provided further, that this section shall not apply to any employee terminated for cause. Lump sum cashout of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution pursuant to Section 8.01 (Eligibility Criteria).

9.04a Employees Hired Before May 15, 1984. An employee hired before May 15, 1984, with three (3) or more years of current continuous employment with the County shall be entitled to cashout upon termination in the amount of fifty percent (50%) of their sick leave bank at the time of termination; provided, however, such employee has given at least two weeks' notice prior to termination; provided further, that this section shall not apply to any employee terminated for cause.

ARTICLE 10 - LEAVES

10.01 Family Leave. The County agrees to provide leave to any eligible employee covered by this Agreement, consistent with the Washington State Family Leave Laws and the Federal Family and Medical Leave Act (FMLA). Employees eligible for statutory leave (ie. FMLA, Washington Family Leave Laws, etc.) shall use all accrued paid leave available concurrent with any claimed statutory leave, except Workers' Compensation per section 10.08. At the employee's option, they may retain up to forty (40) hours of accrued leave.

Employees who have not used a total of four hundred eighty (480) hours (prorated based on FTE) of statutory leave (paid or unpaid) during County employment, will not be required to use accrued vacation time, personal holiday or sick leave before using unpaid FMLA leave.

10.01a Physician Certifications. The County may require physician certifications in accordance with state and federal guidelines.

10.02 Maternity/Disability Leave. Sick leave shall include time off for maternity/disability leave. In the event sick leave is exhausted before the employee returns to work, any vacation or other paid leave which has accrued must be utilized before approval of any leave without pay is considered by the County. If leave pursuant to this provision would also qualify as leave under any federal or state laws, including the Federal Family and Medical Leave Act or any applicable Washington state laws, the period of leave will apply toward the employee's entitlement to leave under any applicable laws consistent with Article 10 (Leaves). Unless the birth mother chooses to invoke FMLA, a birth mother's period of temporary pregnancy-related disability shall not be deducted from the FMLA leave entitlement.

10.03 Paternity Leave. Sick leave to a maximum of forty (40) hours shall be available for use by an employee at the time of delivery of a child by their legal spouse.
10.04 Jury Duty. When a regular employee covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, the employee shall advise the department head upon receipt of such call and if taken from work for such service, shall be reimbursed as provided herein for any loss in wages while performing such service so long as the employee has documented jury duty on their timesheet; provided that there shall be deducted from the wages of such employee an amount equal to the amount such employee received for jury duty.

10.05 Civil Leave. Civil leave with pay shall be allowed to permit an employee to testify in any federal, state or municipal court when a subpoena compels such testimony and such testimony is on behalf of Whatcom County or is in connection with a matter in which Whatcom County is a party.

10.06 Bereavement Leave. If an employee suffers a death of a spouse, State registered domestic partner, child or parent of the employee or the employee’s spouse (including step), the employee shall be allowed up to five (5) days (not to exceed 40 hours) off without loss in pay and three (3) days off without loss in pay for the death of other immediate family members. Other immediate family is defined to be: registered spousal equivalent, or brothers, sisters, grandchildren or grandparents of either the employee or the employee’s spouse, (including step). Employees must register their spousal equivalent with Administrative Services – Human Resources on the appropriate form before being able to utilize bereavement leave. In the event of a funeral or other memorial occurring as a result of the death of a current, lawful brother or sister-in-law, the affected employee may have up to eight (8) hours of paid time off to attend the funeral or memorial if not covered as “other immediate family”.

For the purposes of bereavement leave only, a “day” is defined as the number of hours an employee is assigned to work for the requested days off. Employees working less than an assigned eight (8) hour schedule shall receive bereavement leave benefits based on their current assignment, but no more than their budgeted full-time equivalency. Additional days off using accrued vacation, personal holiday, comp time, or leave without pay may also be requested.

10.07 Military Leave. Compensation and benefits during periods of military leave shall be as outlined in state law, USERRA and County policy. Employees must immediately notify his or her supervisor and Human Resources upon notice or receipt of orders requiring an employee to be absent from their job.

10.08 Workers’ Compensation. Employees who are unable to perform the work of their Addendum A position due to a work-related injury or illness shall have rights to their Addendum A position or its equivalent rate of pay for up to three hundred and sixty-five (365) days from the date of the injury/illness or their last work day prior to receiving work restrictions. During such absence, employees shall continue to accrue seniority. Any employee absent due to illness/injury who returns to work in their job of injury, including modified duty, will be credited for length of return time within the 365 calendar day limit if the employee must go back on disability for the same injury/illness.
It shall be the employee’s option to use sick or vacation leave to supplement industrial time loss compensation; however, in no event, shall the employee receive a total weekly compensation which would have exceeded their historic straight-time income.

10.09 Off-the-Job Injury/Illness. Employees injured or ill off-the-job shall be afforded return rights for one hundred and eighty-three (183) consecutive calendar days from the date of injury or illness or until expiration of accruals. This period shall include statutory leave rights.

ARTICLE 11 - UNEMPLOYMENT COMPENSATION

The County agrees to provide unemployment compensation for any employee covered by this Agreement who may be laid off for any reason, consistent with the laws of the State of Washington and the rules and regulations of the Employment Security Department.

ARTICLES 12 – 14 – HELD IN RESERVE

ARTICLE 15 - PAID HOLIDAYS

15.01 Eligibility Criteria. All full-time and part-time employees regularly scheduled to work at least eighty (80) hours per month shall be entitled to paid holidays (eight (8) hours per occurrence). To be eligible for holiday pay, an employee must have been on the County’s payroll in paid status, or on approved voluntary unpaid furlough, for the entire scheduled workday before and after the holiday.

Paid status is defined as payment of wages for work performed, vacation, accrued sick leave, other paid leave or income for industrial injury not to exceed twelve (12) months.

15.01a Employees Appointed to <1.0 FTE. Employees appointed to less than a 1.0 FTE shall receive holiday pay based on their currently assigned, but no more than their budgeted full time equivalency.

15.01b Eligibility for Employees on Payroll on 5/4/93. Employees on the payroll on May 4, 1993, will remain subject to the eligibility requirement of 50 compensated hours.

15.02 Holiday Schedule. The following shall be paid holidays:

- New Year’s Day
- Martin Luther King’s Birthday
- President’s Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day
- Personal Holiday
15.02a Holiday Timing. If a holiday falls on a Sunday, the Monday following shall be the observed holiday. If a holiday falls on a Saturday, the Friday before shall be the observed holiday.

15.03 State Requirement. Employees who are required to work, because state law requires an office to remain open on the December 24th County holiday observance, shall receive two (2) days’ worth of compensatory time (hour for hour), in lieu of premium pay. The two (2) days off are to be taken at a time mutually agreeable between the employee and the employee’s supervisor.

15.04 Pay for Work Performed on Holidays. Work performed on a paid holiday shall be paid at the rate of double time plus the employee’s regular straight-time holiday pay, except as follows:

15.04a Parks & Recreation and Juvenile Detention. All Parks & Recreation and Juvenile Court detention employees who work on Thanksgiving, Christmas Eve or Christmas Day (the actual holiday, not the County-observed holiday) will be paid the rate of time and one half for all hours worked each of those days between 12:00 a.m. and midnight.

15.05 Juvenile Detention Holidays. Juvenile detention employees shall be paid on a monthly basis after each holiday occurs rather than accrued time off (annual amount = 8 hours X 11 holidays). Personal Holiday may be taken as outlined in section 15.06 (Personal Holiday).

15.06 Personal Holiday. Each employee shall receive one (1) Personal Holiday (eight (8) hours) on January 1 each calendar year which may be taken by the employee upon approval after the employee has notified their supervisor at least one (1) week in advance of the requested holiday. The Personal Holiday must be taken during the year.

15.06a New Hire Eligibility. No employee shall be eligible to receive the Personal Holiday until after completion of 80 compensated hours in three (3) calendar months of employment.

15.06b Employees Appointed to <1.0 FTE. The personal holiday for employees assigned to less than a 1.0 FTE shall be prorated based on their currently assigned, but no more than their budgeted full-time equivalency on January 1 of the calendar year.

15.06c Compensation and Use. Personal holidays must be taken during the year earned to receive compensation for this benefit, and cannot be cashed out upon separation. Due to business needs, employees who are not allowed to take their Personal Holiday within the calendar year it is earned, shall take the Personal Holiday in the following calendar year.
15.07 Sheriff's Office 4/10 Holidays. Selected positions may be required to work a 4/10 schedule in order to accommodate the needs of the Sheriff’s Office. These positions will accrue holidays at the rate of 7.34 hours per eligible month up to 88 hours (11 days @ 8 hours). These days shall be scheduled as vacation consistent with section 16.03c (Sheriff's Office Scheduling) and 16.03d (1) (Scheduling Limitations), except that employees are required to schedule ten hours of vacation on Thanksgiving, the day before Christmas and Christmas Day.

ARTICLE 16 - VACATION

16.01 Eligibility Criteria. All full-time and part-time employees regularly scheduled to work at least eighty (80) hours per month are eligible to accrue vacation, provided employees must receive compensation each month. The term compensation as used herein is defined to be payment of wages for work performed, vacation, accrued sick leave, or other paid leave; provided that said work, vacation and/or paid leave must equal or exceed payment for eighty (80) hours in a calendar month. Income resulting from an industrial injury to a maximum of twelve (12) months from the date of the injury shall also be credited as compensation.

16.01a New Employees. New employees shall be eligible for paid vacation the beginning of the first pay period following completion of six (6) months of service as a regular employee.

16.01b Eligibility for Employees on Payroll on 5/4/93. Employees on the payroll on May 4, 1993, will remain subject to the eligibility requirement of 50 compensated hours.

16.02 Accrual. Eligible employees shall accrue vacation on a calendar month basis. The amount of vacation earned for each calendar month shall be determined by the number of years of continuous service completed by the employee immediately prior to the commencement of the calendar month in accordance with the following chart:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Hours of Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1 years</td>
<td>6.67 hours</td>
</tr>
<tr>
<td>2 years</td>
<td>7.34 hours</td>
</tr>
<tr>
<td>3 years</td>
<td>8.00 hours</td>
</tr>
<tr>
<td>4 years</td>
<td>10.00 hours</td>
</tr>
<tr>
<td>5-7 years</td>
<td>11.34 hours</td>
</tr>
<tr>
<td>8-9 years</td>
<td>12.00 hours</td>
</tr>
<tr>
<td>10 years</td>
<td>13.34 hours</td>
</tr>
<tr>
<td>11 years</td>
<td>14.00 hours</td>
</tr>
<tr>
<td>12 years</td>
<td>14.67 hours</td>
</tr>
<tr>
<td>13 years</td>
<td>15.34 hours</td>
</tr>
<tr>
<td>14 years</td>
<td>16.00 hours</td>
</tr>
<tr>
<td>15 years</td>
<td>16.67 hours</td>
</tr>
</tbody>
</table>
16.02a Employees Appointed to < 1.0 FTE. Employees appointed to less than a 1.0 FTE shall accrue vacation benefits based on their currently assigned, but no more than their budgeted full-time equivalency (FTE).

16.02b Monthly Vacation Accrual Anniversary Date. For employees hired on or after January 1, 1994, the first of the month of the employee's anniversary date will be used for vacation accrual purposes.

16.02b(1) Accrual for Employees Hired Prior to January 1, 1994. The monthly vacation accrual for employees hired prior to January 1, 1994, will be based on the years of service they would have been given credit for on January 1, 1994, had the annual vacation accrual schedule remained in effect. January 1 will be the anniversary date for future vacation accrual for employees hired prior to January 1, 1994.

16.02c Maximum Accrual. Employees may accrue and carry forward a maximum of 240 hours vacation on the last pay period of any calendar year. Unused vacation in excess of 240 hours on the last pay period of any calendar year at the end of the day shall be forfeited. Employees who have a previously approved vacation cancelled in writing by Management due to a County emergency and are not allowed to reschedule before the end of the year are eligible to have those hours carried over if they would otherwise forfeit those hours.

16.03 Scheduling. Vacations may be taken by the employee at any time during a calendar year following selection from a vacation chart, by seniority. Such vacation chart is to be posted by the department allowing all employees to make selections. Vacation may also be scheduled after seniority vacation bidding on a first-come, first-serve basis as mutually agreed between the employee and his/her department head or designee. Application of seniority shall be separate for each department covered by this Agreement, except in the Public Works Department where seniority shall be separate for each Work Unit of the Department. The Employer reserves the right to restrict the number of employees on vacation at any one time to maintain operational efficiency, provided that such restrictions are reasonably administered.

16.03a Public Works Work Units. There shall be a separate vacation schedule for each Work Unit within Public Works:

<table>
<thead>
<tr>
<th>Division</th>
<th>Work Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>PW Administration, Accounting Staff</td>
</tr>
<tr>
<td>Engineering</td>
<td>Engineering Administration, Design/Construction, Traffic, Development, Environmental, River &amp; Flood</td>
</tr>
<tr>
<td>Central Shop</td>
<td>M &amp; O, Equipment Services</td>
</tr>
<tr>
<td>Stormwater</td>
<td>Stormwater</td>
</tr>
</tbody>
</table>
16.03b Health Clerical. Requests for leave shall be in writing on a leave request form and must be approved in advance by the employee’s supervisor. In the event of conflicts between employee’s requests for leave, the employee first requesting leave shall prevail.

16.03c Sheriff’s Office Scheduling. Vacations may be bid by seniority, in one-week blocks, two weeks at a time per Sheriff’s Office policy/practice. Starting January 1, 2014, vacation may be bid based on anticipated accruals and used as accrued and approved.

16.03c(1) Scheduling Limitation. Employees assigned to Outside Maintenance Coordinator, ID Technician (Evidence) and Clerk III (Jail) may be limited by the Sheriff to not more than one employee off from each area during any one week.

16.04 Annual Cashout by Mutual Agreement. By mutual agreement between the employee, the department head and the Executive or his or her designee, employees shall be allowed to cash out up to forty (40) hours of vacation per year.

16.05 Separation Cashout. When an employee terminates or is terminated, such employee shall receive pay for accrued but unused vacation to the date of severance of employment. Lump sum cashout of accruals upon termination of employment is not considered compensable hours for any purpose of eligibility or contribution pursuant to Section 8.01 (Eligibility Criteria).

16.05a New Employees. When employment is terminated before the end of the initial six months of service, employees shall not receive accrued vacation pay.

ARTICLE 17 - AUTHORIZATION FOR INITIATION FEES & DUES

17.01 For individuals who certify in writing that they authorize such deductions, Union initiation fees and monthly dues shall be deducted from the employee's payroll and remitted to the Secretary-Treasurer of Teamsters Union Local No. 231. Accompanying said monies shall be a list of employees, and amounts to be credited on their behalf.

17.02 The Union and each employee authorizing the assignment of wages for the payment of Union dues hereby undertake to indemnify and hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.
ARTICLE 18 - SALARY SCHEDULE

18.01 Salary Schedules. Employees shall be classified pursuant to Addendum A (Position Title Index) and paid pursuant to Addendum B (Wages), which are a part of this Agreement by reference.

Effective January 1, 2017, each wage step in all ranges of the 2016 hourly matrix shall increase by 2.25%.

Effective the first pay period of 2018, each wage step in all ranges of the 2017 hourly matrix shall increase by 2.5%.

18.01a Step Placement. New employees will generally be placed in the entry level pay step as employees subject to a probationary period as outlined in Section 7.03b (Probation Periods). Provided further, that at the discretion of the department head and, if required, upon approval of the County Executive, an employee may be placed in a higher pay step.

18.01b Step Movement. Each employee will move per Addendum B to the next higher step the first of the month in which the employee's anniversary/step date falls until they reach the top step.

18.01c Contract Minimums. Wage rates as provided for in this Agreement shall be minimums and shall not preclude the payment of wages otherwise authorized by the Executive.

18.02 Performance Evaluation. Forty-five (45) days prior to each employee's anniversary date the department supervisor or department head will conduct an employee performance evaluation. These evaluations shall be done on an annual basis. Employees shall have an opportunity to review their job duties and content with their supervisor as part of the annual performance review.

a) Any employee receiving an overall job performance evaluation of "needs improvement" or "fails to meet job requirements" shall have forty-five (45) days in which to correct the deficiency noted in said employee's evaluation. Prior to the employee's anniversary date the employee may request in writing a re-evaluation.

b) Subsequent to a favorable job performance evaluation the supervisor or department head shall recommend advancement to the next pay step.

18.02a Evaluation Review. It is agreed that the Head of Human Resources or a designee and a Union representative will annually review the evaluation system for effectiveness.

18.02b Unsatisfactory Evaluation. In the event an employee receives a "fails to meet" or "needs improvement" overall evaluation pursuant to section 18.02a
(Performance Evaluation), he/she shall be advised in writing by the department head or supervisor. The employee will have ten (10) days in which to file a protest with the Union. The Union will investigate, and, if it is determined that a dispute exists, it shall be submitted in writing within ten (10) days of the date the protest was filed to Human Resources. The Union representative and the Head of Human Resources or designee shall meet within five (5) days in an attempt to resolve the dispute. If mutual agreement cannot be reached, the dispute may be submitted to a panel consisting of three (3) individuals -- one Union Representative, the Head of Human Resources or designee, and one impartial member who shall serve as chairperson of the panel. Should the Union and the Head of Human Resources or designee fail to reach mutual agreement on the selection of an impartial chairperson, each shall submit three (3) names of prospective panel chairpersons. The County shall select one name from the Union list and the Union shall select one name from the County list. The two names will be placed in a container. The third panel member shall be the name drawn from the container and shall be chairperson of the panel. Investigation by the panel shall commence within five (5) days of the date of selection of the impartial chairperson unless otherwise mutually agreed to. Following investigation as to the reason for the unsatisfactory evaluation, the panel shall vote by secret ballot in settling the dispute. Such decision shall be final and binding upon the County and the Union and the employee(s) and shall not be subject to the grievance procedure.

18.03 Pay Range Placement. The County shall place employees in a pay range that is consistent with their duties, responsibilities and job content.

18.04 Position Pay Ranges. The pay range established for the positions listed in Addendum A shall only be revised as provided for in this agreement. Disputes regarding proper pay range placement shall be subject to good faith negotiations. Should a range not be available, a new full range will be created which is 4.3% above the entry step of the prior range with steps at 3.8%. The Parties may create partial ranges to address certain circumstances as an alternative to separate premium pay.

18.04a Promotion. In the event of a promotion, an employee shall move to the closest step in the new salary range which awards at least a five percent (5%) increase (but no higher than the top step) over the original salary. The promotion date shall then become the future date for step increases as provided in this Agreement. All promotions are subject to a probationary period per section 7.03b (Probation Periods).

18.04b Reclassification. In the event of a reclassification upward, in accordance with County policy AD140000Z (addition of significantly higher-level duties), an employee shall move to the closest step in the new salary range which awards at least a five percent (5%) increase (but no higher than the top step) in the new higher salary range. The reclassification date shall become the step increase date as provided in this Agreement.

18.04c Promotion & Reclassification Step Placement. In the event of a promotion or reclassification, an employee shall move to the step in the new range as
itemized below. The “top wage step” is defined as the highest step in a given range (step 11 for ranges 101 – 112 and step 10 for ranges 130 – 230) where both wage and longevity have increased over the preceding step. Steps beyond the top wage step only have an increase in the longevity component.

- If a 5% increase would place the employee below the top wage step in the new range, the employee is placed in the new range in the step providing at least a 5% increase. The promotion or reclassification date becomes the date from which to determine next step date.

- For employees currently below the top wage step, if a 5% increase would place the employee at or above the top wage step in the new range, the employee is placed in the top wage step. The promotion or reclassification date becomes the date from which to determine next step date.

- For employees currently at or above the top wage step, if a 5% increase would place the employee at or above the top wage step in the new range, the employee is placed in their new range at their current step. The last step date will be used to determine future step movement.

For promotions or reclassifications, step movement follows the months of service requirement listed for the new Range on the appropriate matrix based on the step date as determined above.

18.04d Position Realignment. The Union may petition the County by September 1 of any year to be effective the following January 1st, for the realignment of positions that meet the conditions defined in this Section. No position shall be realigned more than once during the term of this Agreement, provided; however, for the term of this Agreement only, realignments may occur every other year. “Realignment” shall mean “change in wage range with no change in duties”. For positions to be reviewed the petition must demonstrate at least four (4) matches of the bargaining unit position duties, method of compensation, and qualifications to the same position duties, method of compensation, and qualifications in comparable counties and have an hourly wage that is under the average hourly wage of the comparable counties’ positions by at least three percent (3%). Comparable counties are: Benton, Cowlitz, Kitsap, Skagit, Thurston, and Yakima. All comparable counties where matches exist must be used. Comparisons will be based on the top step hourly wage. Petition forms shall be completed which includes attachments of the job descriptions and wage tables for the comparison counties used in the petition. Once the County determines the data submitted supports the petition that a position requires realignment, affected employees in the position will be placed in a new higher range (one range higher but not more than the top step of the new range or the top step of the top range) in their current step. The effective date of the realignment shall become the step increase date.

18.04d(1) Additional Considerations. In the administration of section 18.04d (Position Realignment), in the event the County identifies a position as
one with documented local recruitment and/or retention difficulties then secondary comparables based on close geographical location and sociological issues may be considered.

18.04e Voluntary Move to a Lower Position. In the event of an employee voluntarily moving to a lower Addendum A position, an employee shall move to the step in the new salary range which provides a reduction as close to five percent (5%) as possible, but not to exceed the top of the new salary range. If the employee is not at the top of the new salary range, they shall retain their current step date.

ARTICLE 19 – LONGEVITY

Longevity was eliminated as a separate compensation item and added to the base wage where it shall be increased automatically as future wage increases occur. The Parties agree for comparability purposes, this collective bargaining agreement provides such longevity as an element of wages.

ARTICLE 20 - SEPARABILITY AND SAVINGS

If an Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The Article or Section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be renegotiated for the purpose of an adequate replacement.

ARTICLE 21 - UNION ACTIVITY

It is agreed that eight (8) bargaining unit employees will be allowed to participate in negotiations and grievance procedures without loss in pay, providing such time off will not unnecessarily disrupt the operations of the department. Such employees shall receive straight-time pay while participating in negotiating activities not to exceed the employee’s normally scheduled work day. The Union will keep Human Resources advised of current members of the negotiating team and shop stewards.

Uncompensated time off for Union activity may be requested. Such time off will be allowed so long as it does not unnecessarily disrupt the operation of the County and is subject to the approval of the Supervisor.

ARTICLE 22 - GRIEVANCE PROCEDURE AND ARBITRATION

22.01 Grievance. Grievance as used herein shall mean any dispute or controversy which might arise as to the interpretation or application of this Agreement. All meetings between an employee and management with or without the Union present where disciplinary or grievance issues could be discussed shall be non-public, private meetings of the parties in attendance.
22.01a Initial Filing. Employees, with or without their Union representative, after discussing concerns or complaints with their immediate supervisor, must file a grievance as herein defined with their immediate supervisor within thirty (30) calendar days of knowledge of its occurrence or it shall be deemed null and void. Every effort shall be made to settle the complaint at this level. If it is not resolved within five (5) working days after its submission, the matter may proceed to step b. If the Union Representative or County wishes to file a grievance, either may do so at step b below.

22.01b Grievance Written Down. Within the employee's next three (3) working days after the response in step a, the employee shall reduce the grievance to writing and present it personally or through his or her Union representative to the Human Resources Manager or his or her designee. If not resolved at this level within the next ten (10) working days the matter may proceed to step c.

22.01c Non-Binding Mediation. By mutual agreement, the parties may seek non-binding mediation through the Public Employment Relations Commission (PERC) to resolve the grievance, without foregoing their rights to arbitration.

22.01d Arbitration. Any grievance submitted and processed in accordance with the grievance procedure provided above may be taken to arbitration by the County or the Union as herein provided. However, prior to arbitration, the County Executive shall be advised of the dispute.

Either party may, within five (5) working days after failure to adjust the grievance in section 22.01b (Grievance Written Down), serve upon the other party written demand for arbitration. The parties shall select an impartial arbitrator within ten (10) working days after service of the demand for arbitration. If the parties fail to agree within this period upon an arbitrator who is able and willing to serve, either party may, within five (5) working days thereafter, request the Federal Mediation and Conciliation Service to submit a list of eleven (11) disinterested persons living in the Northwest who are qualified and willing to act as an impartial arbitrator. From this list the County will strike two names, then the Union two names until the single name remaining is appointed as the arbitrator.

22.01e Hearing Commencement. The arbitrator shall commence the hearing within a reasonable time period after his selection and shall render his award in writing within thirty (30) calendar days after the close of the arbitration hearing.

The award of the arbitrator shall be rendered in writing together with his findings and conclusions and shall be final and binding upon the parties to this Agreement and upon the complaining employee and employees, if any.

22.01f Arbitrator's Fees. The arbitrator's fees and expenses, the cost of any hearing room and the cost of the shorthand reporter and of the original transcript,
if requested by the arbitrator, shall be borne equally by the County and the Union. All other expenses and costs shall be borne by the parties incurring them.

22.01g Time Limitations. The County and the Union agree to comply with the time limitations set forth above and either party shall have the right to insist that the time limitations be complied with; provided, however, said time limitations may be waived by mutual agreement but in no event shall failure to comply with the time limitations set forth above deprive the arbitrator of authority to decide the grievance.

22.01h No Work Stoppage, Slowdown, Boycott or Lockout. All grievances as herein defined shall be settled in accordance with the procedures outlined above. There shall be no work stoppage, slowdown, boycott, or lockout for any reason regardless of whether the action of either party may be reasonably concluded as violation of this Agreement or any state or federal law during the life of this Agreement.

22.01i Arbitration Venue. Venue for all grievance arbitrations shall be Whatcom County unless otherwise mutually agreed.

22.01j Arbitrator Powers. The Arbitrator shall have no power to add to, impute or subtract from or to disregard, nullify or otherwise alter any terms of this Agreement or to negotiate new agreements. Arbitrator powers are limited to interpretations of and a decision concerning appropriate application of the terms of the Agreement or other existing pertinent agreement(s), if any, that the parties have adopted.

22.02 Election of Remedies. In the event an employee elects to substitute a private attorney as their sole and exclusive representative regarding an employment issue with Whatcom County, such election by the employee shall constitute an election of remedies and a waiver of the employee’s right to pursue the matter as provided in this Agreement. Additionally, with such an election of remedies, the Union agrees it will not represent such employee post the employee election regarding the matter for which the employee has elected a private attorney and the Union shall not file any Unfair Labor Practice regarding the County recognition of the substitute attorney representative or any matter arising from the issues addressed by the substitute attorney representative. Both the employee and the Union will sign a waiver form agreed to by the Union and the County. All costs related to the employee’s election of a private attorney shall be borne solely by the employee.

22.02a Sheriff’s Office Election of Remedies. Any action appealed to the Civil Service Commission shall constitute a waiver of pursuing the grievance procedure of this Agreement. Any matter utilizing the grievance procedure may not be appealed to the Civil Service Commission.
ARTICLE 23 - NOTIFICATIONS TO UNION

23.01 Notification to Union of Postings and New Positions. The County shall provide the Union with a copy of all notices that are posted for job applicants and shall advise the Union of all positions open as well as new positions.

23.02 Notification to Union of New Hires. When a new hire is placed on the payroll, the Union shall be advised in writing of the name, address, social security number, date of hire, salary range, step of assignment, and duration of the position. Such notification shall be given within seven (7) days of the hire date. The Union shall be notified in writing within seven (7) days of an employee’s termination.

23.03 Position Title Changes. The Union shall be notified when position title changes occur and the effective dates of such change.

ARTICLE 24 - MANAGEMENT RIGHTS

24.01 The County retains all rights except as those rights are limited by the express and specific language of the provisions of this Agreement. Nothing anywhere in this Agreement shall be construed to impair the rights of the County to conduct all its business and all particulars except as expressly and specifically modified in this Agreement.

24.02 Nothing anywhere in this Agreement shall be construed to impair the rights of the Union or the County to bargain about any matter not covered by this Agreement which may be recognized under state law as a mandatory subject of collective bargaining.

24.03 The County recognizes the Union’s RCW 41.56 right to obtain certain bargaining unit employee information. The Union hereby agrees to indemnify and hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any use or misuse of employee information provided to the Union by the County.

ARTICLE 25 - SUBCONTRACTING

Prior to subcontracting work currently performed by bargaining unit employees, the County will give the union 60-days’ notice of its intent to do so and, on request, will meet and discuss the decision. During this time period, the County agrees to negotiate the impacts of said decision on bargaining unit employees. The 60-day notice requirement is not applicable if the subcontracting results from an emergency situation, or if bargaining unit employees are not displaced by subcontracting.
ARTICLE 26 – GENERAL PROVISIONS

26.01 Electronic Funds Transfer. All newly hired regular employees shall authorize paycheck deposit by electronic funds transfer (EFT) within thirty (30) days of employment.

26.01a Changes. Changes to a different institution or account require four (4) weeks’ notice and can be made no more than once per calendar quarter. The County may grant exceptions.

26.01b Waiver. Employees providing documentation of their inability to open a checking and/or savings account may have this requirement waived.

26.01c Emergency Cessation. Employees may temporarily stop EFT in emergency situations with at least seven (7) calendar days’ notice before a scheduled payday. Employees must restart the EFT within three months. The County may grant exceptions.

26.02 Gloves, Coveralls, Rain Gear and Safety Equipment. The Union agrees that all members shall comply with safety requirements for wearing of hard hats, gloves, safety vests, and other safety equipment when in the field which will be provided by the County as required by specific safety standards or the law.

26.02a Coveralls The County agrees to provide coveralls for mechanics, mower operators, employees of Facilities Management, and those working with herbicides, or those working under extremely dirty conditions on a regular basis in the same fashion as in the past.

26.02b Rain Gear. The County agrees to furnish rain gear for employees assigned to work in the rain, providing that previously issued rain gear be turned in.

26.03 Uniforms. Certain positions require either a full uniform or a shirt with a logo in order to identify County employees to other staff or the public. The County will provide such uniforms as it deems appropriate and employees will wear and clean the uniform as instructed by their supervisor. When replacement is required, an employee separates from County employment, or an employee moves to a position that does not require the provided uniform, the employee shall turn in the uniform to the County.

26.04 Public Works Tool Allowance. Tool allowance was eliminated as a separate compensation item, and added to the base wage where it shall be increased automatically as future wage increases occur and will be applicable to all compensated hours. The Parties agree for comparability purposes, this collective bargaining agreement provides such tool allowance as an element of wages.
26.05 **Job Shares.** Job shares will be administered per the Letter of Understanding #2 attached hereto.

26.06 **Bulletproof Vests.** Employees who, for safety reasons, are required to wear a bulletproof vest in the performance of their duties, shall make a request to their department head. Consistent with need and availability, such request shall be honored. Once issued, employees shall properly wear and maintain vests as instructed.

26.07 **Clothing Repair, Reimbursement & Replacement.** Employees who, in the course of pursuing their assignments, suffer a loss or substantial damage to employee clothing, excluding normal wear and tear, shall be reimbursed in a timely fashion from time of notification to the County, the reasonable cost for the repair or replacement of like items at a rate commensurate with the condition of the claimed item. Personal property shall be repaired or replaced up to $35.00 per item.

26.08 **Independent Union Committee.** The County recognizes that the Union may independently establish an employee committee for the purpose of improving operational efficiencies, morale and to make recommendations on realignment and retention issues in order to give effect to section 18.04d (Position Realignment) of this agreement. The County agrees upon request, it will meet as needed, but not more than quarterly and such mutually agreed follow-up meetings, with the Union for the purpose of discussion and consideration of matters brought forward through the Union’s independent employee committee.

26.09 **Resident Park Rangers.** The parties agree that Park Rangers accepting a position managing a park with a residency requirement as a condition of employment shall reside on the premises in accordance with a Residency Agreement, acceptable to the Union, between the employee and the County. The parties further agree that the Residency Agreement shall be reviewed periodically.

26.10 **Sheriff’s Office Shots.** The following vaccinations or shots will be provided for Sheriff’s Office employees on a voluntary basis: Tdap (diphtheria, tetanus, and pertussis), hepatitis A, hepatitis B, and influenza. The County will provide and pay for follow-up blood tests to see if the hepatitis B shot was effective. New shots may be added as determined by the County Health Officer as prudent for the health of employees. Adverse reactions from mandated shots will be treated according to Labor and Industries standards.

**ARTICLE 27 - CONTRACT DURATION**

27.01 With the exceptions noted in specific paragraphs, this Agreement, including Letters of Understanding #1 through #4, shall be in full force and effect from May 2, 2017 through December 31, 2018, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.
27.02 It is further provided that where no cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to January 1, 2019, or January 1st of any subsequent year, advising that such party desires to continue this Agreement but also desires to revise or change the terms or conditions of such Agreement.

THIS AGREEMENT IS EXECUTED THIS 2nd day of May, 2017 by the duly authorized representatives of the parties hereto.

GENERAL TEAMSTERS UNION
LOCAL #231

By: Rich Ewing
Secretary-Treasurer

WHATCOM COUNTY, WASHINGTON

By: Jack Louws
Whatcom County Executive

APPROVED AS TO FORM:

Daniel L. Gibson
Chief Civil Deputy Prosecuting Attorney
### ADDENDUM A

#### POSITION TITLE INDEX

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### 2018 Hourly Wages

#### Ranges 101 - 112

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### 2018 Hourly Matrix - Effective January 2018 (+2.50%)
LETTER OF UNDERSTANDING #1
TEMPORARY WITH BENEFITS
MASTER COLLECTIVE BARGAINING AGREEMENT

This Letter of Understanding is by and between Whatcom County, hereafter called “the County” and Teamsters Local 231, hereafter called “the Union,” regarding and attached to the Master Collective Bargaining Agreement.

The purpose of this Letter of Understanding is to establish the conditions under which an employee may fill a full-time temporary position with benefits under the Master Collective Bargaining Agreement (MCBA)

1) Temporaries with Benefits
The County sometimes identifies the need for full-time temporary positions not funded in the County budget as regular on-going positions. These temporary work assignments are ones which are anticipated at the outset to extend beyond the contract limitation for “temporaries” and anticipated to work full time and meet the benefit eligibility threshold of eighty (80) compensated hours per month. Work assignments and special conditions will end on the date specified in the letter of appointment, when the work is completed, or when employment is terminated, unless an extension is specifically agreed to by the County and the Union. Temporaries with benefits positions shall not be used to supplant regular positions.

2) Union Membership and Benefits Eligibility

Temporaries with benefits will join the union in accordance with 1.02 of the MCBA.

Upon completion of eligibility requirements, full-time temporaries with benefits will become eligible for Health and Welfare benefits in accordance with Article 8 (Health & Welfare Benefits) of the MCBA and Washington Teamsters Welfare Trust (WTWT) rules. Life insurance will be available to the employee only.

Full-time temporaries with benefits will be eligible for paid leave in accordance with:
   Article 9 - Sick leave
   Article 15 – Paid Holidays
   Article 16 – Vacation

3) Pay & Other Conditions of Employment
The department will determine the rate of pay for full-time temporaries with benefits with the concurrence of the A.S. Human Resources Manager or designee based on the nature of the duties performed. Overtime will be for work performed in excess of forty (40) hours in a pay week, regardless of the number of hours worked per day.

Such temporary positions with benefits will NOT be eligible for other terms and conditions of employment under the Master Collective Bargaining Agreement including, but not limited to:
   • Regular employment status
   • Step Increases
   • Seniority (except as described below)
   • Longevity
   • Paid and unpaid leaves of absence (other than those described above)
   • Special pay (such as daily overtime, out-of-class, call-in, emergency telephonic response, etc.)
   • Bidding for positions posted within the bargaining unit
• Grievance procedures and arbitration

If a regular employee selects a full-time temporary with benefits assignment and funding is not continued, the employee will be put in layoff status. Seniority rights in this situation will only apply as described in Section 5.05 (Transfer to Position Outside Bargaining Unit) of the Master Collective Bargaining Agreement.

4) Posting
Positions filled under this Letter of Understanding will be posted internally as full-time temporarily funded positions. Such positions may be concurrently posted and advertised externally. The time frames and other conditions of Article 7 (Job Assignments, Postings, and Openings) of the Master Collective Bargaining Agreement will not apply to these postings.

5) Regular Positions
If a current full-time temporary with benefits is selected to fill a regular, budgeted County position, the period served as a temporary with benefits will apply toward health & welfare benefits eligibility if there has been no break in service and coverage, if allowed by current benefit plans. If appointed to a regular position, vacation accruals will commence at the “0-1” year level.

6) Non-Precedent Setting
This Letter of Understanding will not be considered precedent setting to any other matter of concern raised by Teamsters, employees, or the County under the Master Collective Bargaining Agreement.

7) Termination
Either the employee or the County can end the employment relationship outlined in this Letter of Understanding without notice or reason.

8) Cancellation
Either party may cancel this agreement at any time following thirty (30) days written notice to the other.
LETTER OF UNDERSTANDING #2
JOB SHARE AGREEMENT
MASTER COLLECTIVE BARGAINING AGREEMENT

This Letter of Understanding regarding Job Share Agreements is by and between Whatcom County, hereafter called "the County" and Teamsters Local 231, hereafter called "the Union" regarding and attached to the Master Collective Bargaining Agreement, hereafter called "the Master Agreement".

The purpose of this Letter of Understanding is to confirm our understanding and agreement that two employees may request a job share arrangement. Job share agreements shall not increase personnel costs for the County nor shall they unduly increase administrative burdens for the department or the County. Should the County approve the request, it is understood the employees would be voluntarily electing to share a 1.0 FTE (40 hours per week) position and that the County will only pay for the equivalent of one set of Health & Welfare benefits as set out in section 8.03 subject to the following conditions:

All future job share employees shall sign the official form developed from the Agreement below prior to the commencement of Job Share employment.

VOLUNTARY JOB SHARE AGREEMENT

This fully executed Agreement must be in place prior to commencement of Job Share

<table>
<thead>
<tr>
<th>JOB SHARE POSITION:</th>
<th>POSITION ID:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT:</td>
<td>SUPERVISOR:</td>
</tr>
<tr>
<td>PARTICIPANT A:</td>
<td>PARTICIPANT B:</td>
</tr>
<tr>
<td>HOURS/MONTH:</td>
<td>HOURS/MONTH:</td>
</tr>
</tbody>
</table>

Agreement.
- Participants acknowledge they have voluntarily elected to equally share a 1.0 FTE position and agree to the conditions outlined in this Agreement.
- Participants together perform the duties of a full-time position. Total hours worked for both will not exceed an average of 173.33 regular hours per month (1.0 budgeted FTE), unless additional hours are designated as extra help hours.

Health & Welfare Benefits.
Participants are eligible to receive health & welfare benefits per Article 8 of the Master Agreement, and they must pay one-half of the County's contribution, and 100% of the employee contribution and meet eligibility requirements. Participant contributions are deducted from paychecks. The Parties recognize that a savings may ensue to the County.
• The County will make one-half of the County’s contribution cap listed in section 8.04a(1) (County Contribution) of the Master Agreement to the appropriate health & welfare plans on behalf of employees who are regularly scheduled to work and who are compensated for at least eighty (80) hours per month.

• Participants who have not previously been on Washington Teamsters Welfare Trust plans must meet eligibility requirements in the Master Agreement to be eligible for health and welfare benefits coverage. Employees whose health and welfare benefits are being reinstated will be subject to the waiting periods specified in Washington Teamsters Welfare Trust rules.

• Participants who were on the payroll prior to May 4, 1993 can maintain their fifty (50) hour benefit eligibility threshold in the Master Agreement while in a job share arrangement. This threshold will apply for eligibility for health & welfare benefits, sick leave accruals, holidays, and vacation accruals.

Other Benefits.
• Each participant will accrue and use vacation and sick leave based on their agreed upon 0.5 FTE position. Participants can use accrued vacation or sick leave only for days and hours they are regularly scheduled to work.

• Each participant will receive four hours of holiday pay for each holiday where they meet the eligibility criteria in the Master Agreement, and each participant will receive four hours of personal holiday each calendar year. During weeks when a holiday occurs, participants must work with their supervisor to assure the required number of hours will be worked and/or compensated that week.

• Accruals will not exceed 0.5 FTE regardless of the number of hours worked.

• Any additional leave will be no more than one-half the time (in hours) allowed in the Master Agreement or state or federal law.

• Participants individually accrue and have full use of seniority rights allowed under the Master Agreement.

• To be eligible for leave under the federal Family Medical Leave Act (FMLA), 1250 hours of time must be actually worked during the twelve months prior to the requested leave. Participants understand by entering this Agreement, they are likely forfeiting rights to FMLA.

• Since the 1.0 FTE position is Washington State Department of Retirement Systems eligible, participants and the County will contribute to the retirement system.

Compensation.
• Participants will be paid the appropriate hourly rate for actual hours worked. They will be eligible for step increases based on their individual anniversary date in the position and as allowed per the Master Collective Bargaining Agreement.
Schedules and Breaks.
- Participants’ work schedules must be approved by, and may be changed by, their supervisor.

- The following Articles do NOT apply to participants:
  a. Article 3, section 3.01a pertaining to Work Schedules
  b. Article 4 pertaining to Lunch and Rest Breaks

- Participants are allowed one paid fifteen (15) minute rest break during each four-hour work period after no more than three hours of work, and during each day where they work five (5) or more hours, they are entitled to an unpaid lunch break of thirty (30) to sixty (60) minutes.

Absence or Vacancy.
- Participants understand that if one participant leaves his or her job share position, a new job share agreement must be executed. Upon separation or movement of a job share participant, the County will first offer the 1.0 FTE position to the remaining incumbent. If the participant desires to continue in a job share arrangement and the department concurs, he or she understands that, during a period of absence or vacancy, the remaining participant may be required to work extra hours, up to 40 per week, in order to assure the work of the position is completed. No other terms or conditions of this Agreement will change.

Each Job Share Agreement will require signatures of Participant A, Participant B, and the Department Head.

The County, the Union, or the Washington Teamsters Welfare Trust may, at any time, cancel this agreement after thirty (30) days written notice.
LETTER OF UNDERSTANDING #3
PT. ROBERTS POSITIONS
MASTER COLLECTIVE BARGAINING AGREEMENT

This Letter of Understanding is by and between Whatcom County, hereafter called "the County" and Teamsters Local 231, hereafter called "the Union," regarding and attached to the Master Collective Bargaining Agreement, hereafter called "the Agreement."

The Union and the County have agreed to the designation of departmental "Point Roberts Positions (PRP)" as follows:

1. **Point Roberts Assignment.** The County may require staff to be readily available to address departmental general maintenance and emergencies at Pt. Roberts. Positions designated as the Pt. Roberts positions (PRP) are from the Public Works Maintenance and Operations (M & O) and Parks and Recreation Departments. Persons holding such positions will report directly to and begin their workday at Pt. Roberts and will be readily available to respond to forecasted extreme weather conditions or emergencies within 15 minutes.

2. **Residency.** Positions in Pt. Roberts may require applicants to maintain residency within the Pt. Roberts vicinity as a condition of employment. Successful applicants will not be unduly constrained in where they live provided the response requirements in item #1 above can be complied with.

3. **Nexus Pass.** Should the employee and County agree to obtain a nexus pass the County will pay the costs associated with such. The Union agrees that the County’s payment of nexus pass is specific to the PRP and does not set precedence for any other employees covered under the Agreement.

**M & O Position Only:**

4. **Openings for PRP.** The position will be titled Pt. Roberts Maintenance Worker at range 130.2, will be on the Pt. Roberts crew, and will not be eligible to bid for lateral openings in M & O. Openings for PRP may be filled per section 7.03c (Openings in Public Works) of the Agreement. Vacancies shall only be filled with an employee not residing within the response time zone, if the employee and County mutually agree.

5. **Hours of Work.** The PRP will normally work a Monday through Friday workweek, but, shall be subject to an open work week which may be performed at any time of day or day of the week when services are so required. The employee assigned to the PRP shall work as required by the needs of the Department and will be paid overtime only for all hours worked over forty (40) hours in the workweek. Should a shift be established per section 3.07 (Work Outside of Normal Hours) of the Agreement, this position will be compensated the premium pursuant to the Agreement. The County agrees that they will
reasonably endeavor to advise the employee of a known change to their normal workweek schedule at least two weeks in advance excluding emergent situations that may arise.

6. Emergency Call back. The County will provide the PRP with a cell phone or pager for the purpose of emergency call back. This position will receive pay per section 3.05d (Pagers and Cell Phones) of the Agreement.

Parks and Recreation Position Only:

7. The PRP shall be subject to an open work week and may perform duties at any time or any day of the week when services are required and be exempt from overtime as outlined in Section 3.02e (Parks Department Overtime Exception).
LETTER OF UNDERSTANDING #4
CONFIRMATION OF AGREEMENTS
MASTER COLLECTIVE BARGAINING AGREEMENT

This Letter of Understanding is by and between Whatcom County, hereafter called "the County" and Teamsters Union Local 231, hereafter called "the Union" regarding and attached to the Master Collective Bargaining Agreement.

1. Excluded Position. When the current incumbent leaves the supervisory/confidential position of Coordinator in the Hearing Examiner's Office, it is mutually agreed by the County and the Union the position shall convert to an unrepresented position. If the above position is vacant when the Master Agreement is ratified, the position shall be an unrepresented position.

2. Attendance. The County agrees that in the event it should desire to adopt an attendance policy or standard that no such policy or standard shall be adopted until the County shall have given 90 days' notice to the Union and during that time bargained with the Union regarding any impact on Union Members.

3. Paint Striper. Employees when actively operating the spray guns, driving the Paint Striper, or performing associated maintenance and clean-up during periods of operation will be paid at their current step in the Heavy Equipment Operator range for all such hours worked on the Paint Striper.

4. Increase of Part-Time Positions. It is understood and agreed the County may mandate an increase in any part-time position up to 1.0 FTE, if funds become available.

5. Health Clerical Conversion. Designated employees, Susan Prescott and Suzan Williams, are .95 FTE (working 38 hours per week).

6. Labor Management Meetings. The parties agree that there shall be labor management meetings to address the Skill Enhancement Program (SKEP) or other topics as agreed to by the parties during the life of this Agreement.
Interagency Agreement between Whatcom County and North Sound Behavioral Health

This agreement ensures that the revenue from the sale of marijuana and cannabis products is used substance use disorder treatment and prevention services for middle school and high school aged youth.

For
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: North Sound Behavioral Health Organization, Dedicated Marijuana Account Agreement
DATE: April 17, 2017

Enclosed are two (2) originals of a contract between Whatcom County and North Sound Behavioral Health Organization for your review and signature.

- **Background and Purpose**
  This contract is a result of tax revenue from the sale of marijuana and marijuana products. The Designated Marijuana Account (DMA) was created through legislation with the goal of funding substance use disorder treatment and prevention services for middle school and high school aged youth. Regionally, DMA funds are distributed by North Sound Behavioral Health Organization (NSBHO) to the county for development, implementation, maintenance, and evaluation of programs that support intervention, treatment, and recovery support services for middle school and high school aged students.

- **Funding Amount and Source**
  This contract provides $288,000 in tax revenue from the sale of marijuana and cannabis products. These funds are included in a budget request which is also to be presented to Council on 5/2/17. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

Please contact Perry Mowery at extension 6059 if you have any questions regarding this agreement.

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

**Originating Department:** Health  
**Division/Program:** (i.e. Dept. Division and Program) Human Services  
**Contract or Grant Administrator:** Perry Mowery  
**Contractor's / Agency Name:** North Sound Behavioral Health Organization

**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):**  
**Contract Cost Center:** 677410

**Is this contract the result of a RFP or Bid process?** Yes ☒ No □  
**If yes, RFP and Bid number(s):**

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

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.  
- Contract work is for less than $100,000.  
- 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):

$ 288,000

This Amendment Amount: $  
Total Amended Amount: $  

**Summary of Scope:** This agreement ensures that the revenue from the sale of marijuana and cannabis products is used substance use disorder treatment and prevention services for middle school and high school aged youth.

**Term of Contract:** 16 Months  
**Expiration Date:** 3/31/2018

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<td>JT</td>
<td>Date: 4/3/17</td>
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<td>2. Attorney signoff:</td>
<td>KEF for RB</td>
<td>Date: 4/21/17</td>
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<td>Bens</td>
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<td>6. Submitted to Exec.:</td>
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<td>7. Council approved (if necessary):</td>
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<td>8. Executive approved:</td>
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<td>Date:</td>
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<tr>
<td>9. Original to Council:</td>
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<td>Date:</td>
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</table>
INTERLOCAL AGREEMENT
FOR PROFESSIONAL SERVICES

THIS Agreement is made and entered into pursuant to RCW 39.34.080 between Whatcom County (COUNTY), and North Sound Behavioral Health Organization LLC (NORTH SOUND BHO).

WHEREAS, the North Sound desires to enter into an interlocal agreement with COUNTY to perform certain services and/or tasks set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the NORTH SOUND BHO represents that COUNTY is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES
COUNTY shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary, as are designated in the responsibilities of the COUNTY throughout this Agreement and as described in Exhibit A, attached and incorporated herein.

2. TERM
The term of this agreement shall be December 1, 2016 - March 31, 2018.

3. METHOD OF PAYMENT
Invoices from COUNTY shall include a document verifying payments made by COUNTY. Payments for services provided shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the NORTH SOUND BHO. No payment shall be made for any service rendered by COUNTY except for services identified and set forth in this Agreement, including Exhibit A.

4. ADMINISTRATION.
This Agreement shall be administered by Whatcom County.

5. INDEMNIFICATION.
Each party agrees to be responsible and assume tort liability for its own wrongful acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such tort liability. In the case of negligence or wrongful acts by both COUNTY and the NORTH SOUND, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from the other party in proportion of the percentage of negligence attributable to the other party.
COUNTY shall also indemnify NORTH SOUND BHO against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workman’s compensation, social security and income tax laws, for COUNTY and any employees or volunteers of COUNTY.

6. **INSURANCE**

   A. COUNTY will carry and maintain throughout the period of the Agreement at its own expense the following minimum insurance which must be primary and non-contributory:

      1. Comprehensive commercial general liability insurance in the amount of no less than $1,000,000 for combined, single-limit bodily injury, including wrongful death, or property damage to defend and indemnify all activities and services covered by this Agreement with a commercial insurance carrier protected under the State of Washington Guaranty Fund or with a risk pool approved by the Insurance Commissioner. Such insurance shall be endorsed to include NORTH SOUND, its officers, elected officials, employees and agents as an additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to NORTH SOUND.

         Each insurance shall be endorsed to include language containing a “cross liability” or “separation of insureds” indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in the coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom a claim is made or a suit is brought. Any payment of a deductible or self-insured retention shall be the sole responsibility of COUNTY.

      2. Auto liability insurance with limits of no less than $1,000,000 for each person and/or $1,000,000 for each occurrence for owned, hired and non-owned automobiles used for any activities and services covered by this Agreement. Such insurance shall be endorsed to include COUNTY Services, its officers, elected officials, employees and agents as an additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to NORTH SOUND.

      3. Standard professional liability insurance covering damages resulting from errors or omissions of the COUNTY or his employees or agents. The limit of liability shall not be less than $1,000,000 per claim and annual aggregate. Notwithstanding paragraph 5, professional liability insurance is not required to hold harmless or defend COUNTY for any claim.

      4. Statutory workers’ compensation insurance and employer’s liability insurance to cover employees and volunteers as required by state and federal law.
B. COUNTY shall provide NORTH SOUND evidence of insurance in the form of a Certificate of Insurance satisfactory to NORTH SOUND, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth above. Upon the request of NORTH SOUND, COUNTY shall also provide a duplicate (photocopy) of each insurance policy and endorsements noted above and the name, address and telephone number of the broker who issued each one as evidence of coverage. Approval of insurance is a condition precedent to full execution, including continued compensation, of this Agreement. The maintenance of said insurance will not in any manner affect COUNTY's obligation to hold harmless and indemnify the NORTH SOUND as provided in this Agreement.

7. MAINTENANCE AND INSPECTION OF RECORDS

A. COUNTY shall maintain books, records and documents, which sufficiently and properly reflect all work related to the performance of the Agreement. In addition, COUNTY shall maintain all accounting records in a form necessary to assure proper accounting of all funds paid pursuant to this Agreement. All of the above shall be subject at all reasonable times to inspection, review, or audit by NORTH SOUND, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. COUNTY shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. COUNTY agrees that NORTH SOUND or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

8. OWNERSHIP OF WORK PRODUCTS

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of NORTH SOUND, shall be forwarded to the NORTH SOUND at its request, and may be used by the NORTH SOUND as it sees fit.

9. TERMINATION

A. Termination for Convenience. NORTH SOUND may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to COUNTY. COUNTY shall be paid for work performed and expenses incurred to the date of termination. Within thirty (30) days, NORTH SOUND shall submit a termination claim to the COUNTY. If COUNTY has any property in its possession belonging to the NORTH SOUND, COUNTY will account for the same, and dispose of it in the manner directed by the NORTH SOUND.
B. **Termination for Cause.** If COUNTY fails to perform in the manner called for in this Agreement, or if the COUNTY fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, NORTH SOUND may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on COUNTY setting forth the manner in which COUNTY is in default. COUNTY will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

10. **MEDIATION**
The parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorneys’ fees and costs.

11. **ARBITRATION**

Resolution of Disputes:

A. The parties wish to provide for prompt, efficient, final and binding resolution of disputes or controversies, which may arise under this Agreement and therefore establish this dispute resolution procedure.

B. All claims, disputes and other matters in question between the parties arising out of, or relating to this Agreement shall be resolved exclusively by the following dispute resolution procedure unless the parties mutually agree in writing otherwise:

i. The parties shall use their best efforts to resolve issues prior to giving written Notice of Dispute.

ii. Within 10 working days of receipt of the written Notice of Dispute, the parties (or their designated representatives) shall meet, confer and attempt to resolve the claim within the next 5 working days.

iii. The terms of the resolution of all claims concluded in meetings shall be memorialized in writing and signed by each party.

iv. **Arbitration:** If the claim is not resolved within 24 days of the initial notice, the parties shall proceed to arbitration as follows:

   a) Demand for arbitration shall be made in writing to the other party. The parties shall select one person as arbitrator.

   b) If there is a delay of more than 10 days in the naming of the arbitrator, either party can ask the presiding judge of Whatcom County to name the arbitrator.
c) The professional fees and administrative costs of the arbitrator shall be paid 50/50 by the parties; the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorney fees. The arbitrators shall determine which party, if any, is the prevailing party.

d) The parties agree that the arbitrators' decision shall be binding, final and enforceable subject to timely appeal to Whatcom County Superior COUNTY only as provided in Chapter 7.04A RCW.

e) Unless the parties agree in writing otherwise, the unresolved claims in each notice of dispute shall be considered at an arbitration session which shall occur in Whatcom County no later than 60 days after the close of the meeting described in paragraph (b) above.

f) The Provisions of this section shall, with respect to any controversy or claim, survive the termination or expiration of this Agreement.

g) Nothing contained in this Agreement shall be deemed to give the arbitrator the power to change any of the terms and conditions of this Agreement in any way.

h) The prevailing party in any action to compel arbitration or to enforce an arbitration award shall be awarded its costs, including attorney fees. Venue for any such action is exclusively Whatcom County Superior Court.

i) This Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

12. **WAIVER**
The waiver by, or the failure to take action with respect to, breach of any term, covenant or condition of the Agreement shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach. All remedies afforded in this Agreement shall be taken as cumulative; that is, in addition to every other remedy provided herein or by law.

13. **SEVERABILITY**
It is understood and agreed by the parties that if any term or provision of this Agreement is held by any Court to be illegal or in conflict with any law of the state of Washington, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term, part or provision held to be invalid.

14. **ENTIRE AGREEMENT**
This instrument contains the entire Agreement between the parties and statements, promises, or inducements made by any party or agent of that party that are not contained in this Agreement shall not be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by all parties.
15. **NOTICE**
Notice provided for in this Agreement shall be sent by certified mail to the following addresses designated for the parties.

Anne Deacon, LICSW  
Human Services Manager  
509 Girard Street  
Bellingham, WA 98225

Joe Valentine  
North Sound Behavioral Health Organization  
301 Valley Mall Way  
Suite 110  
Mount Vernon, WA 98273

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this _______ day of ___________________ 2017.

NORTH SOUND BHO  
Joe Valentine  
Executive Director

WHATCOM COUNTY  
Regina Delahunt  
Director

[Signature] 4-11-17  
Date

[Signature] 4-12-17  
(see attached signature page) Date
WHATCOM COUNTY

________________________
JACK LOUWS
County Executive

STATE OF WASHINGTON )
 )
COUNTY OF WHATCOM )

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

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

My Commission expires: _____________________

APPROVED AS TO FORM

________________________
Royce Buckingham, Deputy Prosecuting Attorney

________________________
Date

4/19/17
SCOPE OF SERVICES

1. Purpose
The purpose of this contract is to ensure tax revenue from the sale of marijuana and cannabis products is used for health care, research and substance use disorder prevention.

2. Consideration
   A. The maximum consideration for this contract is $288,000 to be provided by cost reimbursement.
   B. Payment Procedures: Contractor shall submit an invoice by the 10th of the month after the month in which services were provided. Invoice shall document funds expended. Failure to submit an invoice by the 10th may delay payment for 1 month.

No invoices will be accepted 60 days after the end of the month in which the service was provided. Contractor shall submit a final billing for this Agreement no later than 60 days after the contract expiration date.

Until notified otherwise, Contractor shall submit all requests for reimbursement to:

NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION, LLC
ATTN: Fiscal Officer
301 Valley Mall Way, Suite 110
Mount Vernon, WA 98273

3. Spending
   A. 25% of spending must be for either evidence-based or research-based programs, or for promising programs as listed below:

   Evidence-Based & Research-Based Programs
   i. Adolescent Community Reinforcement Approach (ACRA);
   ii. Motivational Enhancement Therapy/Cognitive Behavioral Therapy (MET/CBT);
   iii. Motivational Interviewing (MI);
   iv. Cognitive Behavioral Therapy (CBT);
   v. Functional Family Therapy (FFT);
   vi. Multidimensional Family Therapy (MDFT);
   vii. Multi-Systemic Therapy (MST) for substance abusing juvenile offenders;
   viii. Contingency Management (CM);
   ix. Family Behavior Therapy (FBT); or
   x. Family Support Network (FSN) for Adolescent Cannabis Users.
Promising Programs

i. Adolescent Cannabis Check Up (ACCU);
ii. Brief Intervention (BI);
iii. Brief Strategic Family Therapy (BFST);
iv. Chestnut-Bloomington Outpatient Program (CBOP);
v. Culturally Informed and Flexible Family-Based Treatment for Adolescents (CIFTA) for Hispanic Youth;
vi. Community Reinforcement and Family Training (CRAFT);
vii. Dialectical Behavioral Therapy for Substance Use Disorder (DBT-S);
viii. Motivational Enhancement Therapy (MET);
ix. Motivational Enhancement Therapy/Cognitive Behavioral Therapy Aftercare (MET/CBT-A);
x. Multi-Systemic Therapy (MST); or
xi. Seeking Safety for Adolescents (SSA).

B. 75% of spending must be to implement and maintain programs and practices aimed at preventing or reducing maladaptive substance use, substance-use disorders and substance dependence.
North Sound BHO Proposed Marijuana Funding

County Coordinator Meeting 1/5/17

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<th></th>
<th>Island</th>
<th>San Juan</th>
<th>Skagit</th>
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Update on negotiations and strategy planning discussion regarding collective bargaining (per RCW 42.30.140(4)(a)).
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
The Public Defender’s Office will present its report to Council

**ATTACHMENTS:**

**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.)
The Public Defender’s Office will present its report to Council

**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.
### CLEARANCES

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### TITLE OF DOCUMENT:
Discussion to clarify language in WCC 20.80.970, Home Occupation

### ATTACHMENTS:

### 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 to clarify the intent of specific language in Whatcom County Code Section 20.80.970, Home Occupation

### COMMITTEE ACTION:
1/24/2017: Held in committee until receipt of further information from the administration

### 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 COUNCIL AGENDA BILL**

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**APR 25 2017**
WHATCOM COUNTY COUNCIL

**TITLE OF DOCUMENT:**
Proposed amendment to the Comprehensive Plan by amending the Point Roberts Subarea Plan to delete the Point Roberts Character Plan, and amendment to WCC 20.72 Point Roberts Special District to add certain development standards and to adopt the Point Roberts Design Guidelines.

**ATTACHMENTS:**
Staff report outlining the procedural criteria for processing this request
Draft ordinance that would effect the request
- Exhibit A to the ordinance, showing the proposed amendments to the Subarea Plan,
- Exhibit B to the ordinance, showing the proposed amendments to WCC 20.72; and,
- Exhibit C to the ordinance, a copy of the Character Plan converted to become the Point Roberts Design Guidelines.

**SEPA review required?** (X) Yes ( ) NO  
**SEPA review completed?** (X) Yes ( ) NO  
**Should Clerk schedule a hearing?** (X) Yes ( ) NO  
**Requested Date:** 5/16/17

**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 is a proposed amendment to the Whatcom County Comprehensive Plan and Zoning Code by the Point Roberts Community Advisory Committee (PRCAC). The amendments would remove the Point Roberts Character Plan from the Point Roberts Subarea Plan and adopt the architectural guidelines therein as an addendum to WCC 20.72 (Point Roberts Special District) as the Point Roberts Design Guidelines. Additionally, certain development standards from the Character Plan would be moved to WCC 20.72. There are no substantive changes to the Character Plan proposed by this action. It only makes procedural and formatting changes to help the PRCAC expedite the public review and update process for the architectural guidelines.

**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).
Memorandum

TO: County Council
   Jack Louws, County Executive

FROM: Cliff Strong, Senior Planner

THROUGH: Mark Personius, Asst. Director

DATE: April 19, 2017

SUBJECT: Proposed amendment to the Comprehensive Plan by amending the Point Roberts Subarea Plan to delete the Point Roberts Character Plan, and amendment to WCC 20.72 Point Roberts Special District to adopt the Point Roberts Design Guidelines

Attached is a proposal requested by the Point Roberts Community Advisory Committee (PRCAC) to remove the Point Roberts Character Plan as part of the Point Roberts Subarea Plan and adopt it as part of the Whatcom County zoning code (WCC 20.72 Point Roberts Special District). To do this requires that we delete all references to the Character Plan found in the Point Roberts Subarea Plan. Since the Subarea Plan is adopted as part of the Comprehensive Plan, this is considered a CompPlan amendment.

The PRCAC also requested that any development standards (i.e., non-architectural design guidelines, of which there are few) contained in the Character Plan be added to WCC 20.72 as development standards, and that certain architectural design guidelines in the Character Plan be adopted as design guidelines as an addendum to the code. The PRCAC wants to retain its role in reviewing commercial and institutional building permits, so a review section mimicking what was found in the Character Plan has been added to WCC 20.72.

The intent of this action is to allow the PRCAC to revise the design guidelines over the course of the next several months and bring them back for review by the Planning Commission and approval by Council and not be constrained by the annual docket process for Comprehensive Plan amendments.

There are no substantive changes to the Character Plan proposed by this action. It only makes procedural and formatting changes to help the PRCAC expedite the public review and update process for the architectural guidelines. PDS has committed staff to help the PRCAC with this process over the next 6-8 months.
Attached to this memo you will find:

- A staff report outlining the procedural criteria for processing this request,
- A draft ordinance that would effect the request,
- Exhibit A to the draft ordinance, which shows in review mode the proposed amendments to the Subarea Plan,
- Exhibit B to the draft ordinance, which shows in review mode the proposed amendments to WCC 20.72; and,
- Exhibit C to the draft ordinance, a copy of the Character Plan converted to become the Point Roberts Design Guidelines.
WHATCOM COUNTY
PLANNING & DEVELOPMENT SERVICES
STAFF REPORT

I. BACKGROUND INFORMATION

File # PLN2015-00004

File Name: Repeal of the Point Roberts Character Plan

Applicant: Whatcom County Planning & Development Services

Summary of Proposal: Amend the Point Roberts Subarea Plan to remove all references to the Point Roberts Character Plan, effectively repealing the Character Plan. The ordinance would concurrently amend WCC 20.72, adding the few development standards in the Character Plan that are not architectural guidelines to the Point Roberts Special District, and adopting the Point Roberts Design Guidelines (formerly the architectural design guideline portions of the Character Plan).

Staff Recommendation: Approval of the proposed amendments as iterated in section V of this report.

II. ANALYSIS OF THE PROPOSED AMENDMENT

Pursuant to WCC 2.160.080, the County must find that the following criteria shown in bold below are satisfied, in order to approve the proposed comprehensive plan amendments.

A. The amendment conforms to the requirements of Growth Management Act, is internally consistent with the Countywide Planning Policies and is consistent with any Interlocal planning agreements.

Growth Management Act

The Growth Management Act (GMA) provides that counties may adopt subarea plans under RCW 36.70A.080 (“Comprehensive plans – Optional elements”).

In 1979, prior to GMA, Whatcom County adopted a subarea plan for Point Roberts, entitled “Plan for Point Roberts, a Supplement to the Whatcom County Comprehensive Plan.” This Plan was updated and amended in 1990, and updated and amended again in 2001.

Another local plan was created in 1994 to help implement the Point Roberts Subarea Plan. This plan established preferred architectural design elements that would be applicable to all future commercial and institutional development within Point Roberts. The Plan, entitled the “Point Roberts Character Plan (Character Plan) was adopted as part of the 1990 Point Roberts Subarea Plan, under Ord. 94-024. The Character Plan was then revised in 1999 under Ord. 99-073, and in 2001 was incorporated into Chapter 8 of the most recent version of the Point Roberts Subarea Plan, adopted in the Whatcom County Comprehensive Plan under Ord. 2001-073.

Countywide Planning Policies

Policy A-2: The County and the cities shall provide opportunities for citizens to become involved in the growth management planning process through various mechanisms, such as surveys, public workshops, meetings, hearings, and advisory committees. The method of citizen involvement may
vary based on the needs and constituents in various communities and shall include representation of both rural and urban interests on those issues that affect both urban and rural areas.

Policy A-3: Citizens shall be notified in a timely manner of opportunities to have input and key decision points in the planning process. This should include actions such as use of telephone hotlines, notification to interest groups, pre-development meetings, early incorporation of public comments and broader notification of property owners and residents during a planning process as well as working more extensively with community and neighborhood groups. The cities shall also develop a public participation process to solicit and incorporate comments from residents outside city limits but within proposed Urban Growth Areas.

Policy A-4: Citizen Comments and viewpoints shall be incorporated into the decision making process in development of draft plans and regulations. Consideration of citizen comments shall be evident in the decision-making process.

Planning and Development Services Department (PDS) has taken steps to ensure that the County’s Public Participation Plan is followed with respect to providing information to the public, and other interested parties about the details and scope of the proposed amendments under consideration. In addition, PDS has maintained a complete file on the amendments being considered, which includes background research, preliminary analysis, proposed draft text, and any agency correspondence received.

Public notice was published in the Bellingham Herald on March 31, 2017 to inform the public of the scheduled upcoming public hearing to be held by the Planning Commission; and information about the upcoming hearing and a report containing staff analysis and recommendations has been posted to the County website. Notice was also sent to the Point Roberts Community Advisory Committee, the Point Roberts All Point Bulletin, Cascadia Weekly, the Foothills Gazette, KGMJ, the Lynden Tribune, the Northern Light, and Whatcom Watch.

Two public comments were received opposed to the first iteration of this proposal wherein the architectural guidelines would have been repealed. However, staff worked with the Point Roberts Community Advisory Committee prior to the Planning Commission hearing to address the issues raised and issued a revised packet which they considered.

Countywide Planning Policy A-5 states: The County and the cities shall establish a system for subarea, community, and neighborhood liaison to foster communication between the respective government and its neighborhoods. This system would also provide a point of contact for issues that may affect subareas, the community, or neighborhoods.

The Point Roberts Character Plan was born out of a local grassroots effort to preserve and augment the architectural style of the Point Roberts Community, which is based on rural farming, fishing, and related industries. It has since been adopted as part of the County’s subarea plan for Point Roberts, and is adopted by reference as part of the County’s comprehensive plan. Removing it from the Subarea Plan and adopting the design guidelines as an addendum to 20.72 will maintain their intent.

The Character Plan provided for the establishment of a Character Plan Advisory Committee (now known as the Point Roberts Community Advisory Committee, or PRCAC) whose membership is drawn from a representative sample of Point Roberts community members. Key to effective implementation of the Character Plan is the role this advisory committee plays in reviewing commercial and institutional development proposals for conformance with elements of the Plan. The PRCAC has decided that they no longer wish to have architectural design guidelines as part of the Subarea Plan, and have requested that the Character Plan be turned into Design Guidelines adopted as an addendum to
WCC 20.72. They also wish to continue to review commercial and institutional buildings, and this role is being added to WCC 20.72.

**Whatcom County Comprehensive Plan**

The GMA requires that the comprehensive plan must be an internally consistent document (RCW 36.70A.070).

Whatcom County's Comprehensive Plan, Chapter 2 identifies goals and policies that both recognize and support the diversity of its citizens as they form various regions of the county. These particular goals and policies emphasize the importance of utilizing the subarea planning process to identify and support these community distinctions.

Whatcom County Comprehensive Plan Policy 2L-2 is to: Retain and periodically update the adopted Subarea Plans (Lummi Island, Cherry Point-Ferndale, Lake Whatcom, Urban Fringe, Lynden-Nooksack Valley, Chuckanut-Lake Samish, Birch Bay-Blaine, Foothills, Point Roberts, South Fork Valley, and Eliza Island).

The above policy supports periodic updates to all of Whatcom County's subarea planning documents, and would also support an amendment to retain regulations no longer found necessary. The proposed amendments are further supported by Whatcom County Comprehensive Policy 2L-2(1)(d) which states that unless in conflict with the County's Comprehensive Plan, amendments to subarea plans are not required, although local issues of concern or changed conditions may be addressed when necessary.

In part, the non-architectural development standards found in the Character Plan are implemented pursuant to Whatcom County zoning regulations, Title 20, Chapter 20.72 – Point Roberts Special District. The few remaining standards are proposed to be added to this chapter of the Whatcom County Code.

**Interlocal Agreements**

Staff has researched the matter and did not find any interlocal agreement to which the Point Roberts community is party that would have a bearing on the relative merit of the subject amendments, or subsequent adoption.

B. Further studies made or accepted by the department of planning and development services indicate changed conditions that show need for the comprehensive plan amendment.

No further studies have been submitted.

C. The public interest will be served by approving the comprehensive plan amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:

- The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the Comprehensive Plan.

  Replacing the Character Plan with design guidelines will have no effect on the growth, employment growth, development, and conversion of land as envisioned in the Comprehensive Plan.

- The anticipated effect on the ability of the County and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.
Replacing the Character Plan with design guidelines will have no effect on the ability of the County and/or other service providers to provide adequate services and public facilities including transportation facilities.

- **Anticipated impact upon designated agricultural, forest and mineral resource lands.**

Replacing the Character Plan with design guidelines will have no effect upon designated agricultural, forest, and mineral resource lands.

**D. The amendment does not include or facilitate spot zoning.**

The proposal does not include any zoning changes and would not facilitate spot zoning.

**E. Urban growth area amendments that propose the expansion of an urban growth area boundary shall be required to acquire development rights from a designated TDR sending area, unless one of the exceptions applies to the amendment.**

The proposal does not modify Urban Growth Area (UGA) boundaries. The Growth Management Act requires counties to designate UGAs; however, the County did not designate Point Roberts for future urban growth.

**III. PROPOSED FINDINGS OF FACT AND REASONS FOR ACTION**

The subject proposal includes:

- **a.** Amend the Point Roberts Subarea Plan to remove all references to the Point Roberts Character Plan, effectively repealing the Character Plan, as shown in Exhibit A to the ordinance.

- **b.** Amend WCC 20.72, adding the few development standards in the Character Plan that are not architectural guidelines to the Point Roberts Special District, as shown in Exhibit B to the ordinance.

- **c.** Amend WCC 20.72 to adopt the Point Roberts Design Guidelines (formerly the Architectural Design Guidelines portion of the Character Plan).

2. In 2010, Whatcom County adopted an ordinance to authorize establishment of a *Point Roberts Community Advisory Committee* (WC Ord. 2010-008), codified as Whatcom County Code, Chapter 2.98.

3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on March 27, 2017.

4. On June 20, 2013, Whatcom County Planning & Development Services received confirmation from the Washington State Department of Commerce indicating that Commerce had received the County’s “60 Day Notice of Intent to Adopt Amendment,” and that Material ID #23529 had been assigned to the materials received.

5. The State Environmental Policy Act (SEPA) requires that project and non-project actions be reviewed for the potential of probable significant adverse impacts to the environment, unless categorically exempt from review under SEPA. The Whatcom County Designated SEPA Official (lead agency) reviewed the proposed amendments to the Point Roberts Subarea Plan and WCC 20.72, and on April 12, 2017 issued a determination of nonsignificance.
6. On July 9, 2013, the Whatcom County Council approved Resolution 2013-023) to initiate the subject amendment to the list of existing “docket” of comprehensive plan and zoning amendments previously initiated under Res. 2013-007.

7. Notice of the Planning Commission hearing for the subject amendments was published in the Bellingham Herald and posted on the County website on March 31, 2017.

8. Notice of the proposal was sent to the Point Roberts Community Advisory Committee and the Point Roberts All Points Bulletin on March 31, 2017.


10. Pursuant to WCC 2.160.080, in order to approve the proposed comprehensive plan amendment, the County must find all of the following:

   a. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the Countywide planning policies and is consistent with any interlocal planning agreements.

   b. Further studies made or accepted by the Department of Planning and Development Services indicate changed conditions that show need for the amendment.

   c. The public interest will be served by approving the amendment. In determining whether the public interest will be served, factors including but not limited to the following shall be considered:

      i. The anticipated effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.

      ii. The anticipated effect on the ability of the county and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.

      iii. Anticipated impact upon designated agricultural, forest and mineral resource lands.

   d. The amendment does not include or facilitate spot zoning.

   e. Urban growth area amendments that propose the expansion of an urban growth area boundary are required to acquire development rights from a designated TDR sending area, with certain exceptions.

**Growth Management Act**

11. The Growth Management Act (GMA) provides that counties may adopt subarea plans under RCW 36.70A.080 (“Comprehensive plans – Optional elements”).

12. In 1979, prior to GMA, Whatcom County adopted a subarea plan for Point Roberts, entitled “Plan for Point Roberts, a Supplement to the Whatcom County Comprehensive Plan.” This Plan was updated and amended in 1990, and updated and amended again in 2001.

13. Another local plan was created in 1994 to help implement the Point Roberts Subarea Plan. This plan established preferred architectural design elements that would be applicable to all future
commercial and institutional development within Point Roberts. The Plan, entitled the “Point Roberts Character Plan (Character Plan) was adopted as part of the 1990 Point Roberts Subarea Plan, under Ord. 94-024.

14. The Character Plan was then revised in 1999 under Ord. 99-073, and in 2001 was incorporated into Chapter 8 of the most recent version of the Point Roberts Subarea Plan, adopted in the Whatcom County Comprehensive Plan under Ord. 2001-073.

15. The Point Roberts Community Advisory Committee now wishes to remove the Character Plan as part of the Subarea Plan, and turn them into the Point Roberts Design Guidelines.

**Countywide Planning Policies**

16. Countywide Planning Policy A-2 states: The County and the cities shall provide opportunities for citizens to become involved in the growth management planning process through various mechanisms, such as surveys, public workshops, meetings, hearings, and advisory committees. The method of citizen involvement may vary based on the needs and constituents in various communities and shall include representation of both rural and urban interests on those issues that affect both urban and rural areas.

17. Countywide Planning Policy A-3 states: Citizens shall be notified in a timely manner of opportunities to have input and key decision points in the planning process. This should include actions such as use of telephone hotlines, notification to interest groups, pre-development meetings, early incorporation of public comments and broader notification of property owners and residents during a planning process as well as working more extensively with community and neighborhood groups. The cities shall also develop a public participation process to solicit and incorporate comments from residents outside city limits but within proposed Urban Growth Areas.

18. Countywide Planning Policy A-4 states: Citizen Comments and viewpoints shall be incorporated into the decision making process in development of draft plans and regulations. Consideration of citizen comments shall be evident in the decision-making process.

19. Planning and Development Services Department (PDS) has taken steps to ensure that the County’s Public Participation Plan is followed with respect to providing information to the public, and other interested parties about the details and scope of the proposed amendments under consideration. In addition, PDS has maintained a complete file on the amendments being considered, which includes background research, preliminary analysis, proposed draft text, and various agency correspondence.

20. Public notice has been published in the Bellingham Herald to inform the public of the scheduled upcoming public hearing to be held by the Planning Commission; and information about the upcoming hearing and a report containing staff analysis and recommendations has been posted to the County website.

*Whatcom County Comprehensive Plan*

21. The GMA requires that the comprehensive plan must be an internally consistent document (RCW 36.70A.070).

22. Whatcom County’s Comprehensive Plan, Chapter 2 identifies goals and policies that both recognize and support the diversity of its citizens as they form various regions of the county.
These particular goals and policies emphasize the importance of using the subarea planning process to identify and support these community distinctions.

23. Whatcom County Comprehensive Plan Policy 2L-2 is to: Retain and periodically update the adopted Subarea Plans (Lummi Island, Cherry Point-Ferndale, Lake Whatcom, Urban Fringe, Lynden-Nooksack Valley, Chuckanut-Lake Samish, Birch Bay-Blaine, Foothills, Point Roberts, South Fork Valley, and Eliza Island)... 

24. The above policy supports periodic updates to all of Whatcom County's subarea planning documents, and would also support a removing the Character Plan from the Subarea Plan. 

25. The proposed amendments are further supported by Whatcom County Comprehensive Policy 2L-2(1)(d) which states that unless in conflict with the County's Comprehensive Plan, amendments to subarea plans are not required, although local issues of concern or changed conditions may be addressed when necessary.

_Interiocal Agreements_

26. Staff found no interlocal agreements to which the Point Roberts community is party that would have a bearing on the relative merit of the subject amendments, or subsequent adoption.

_Further Studies/Changed Conditions_

27. No further studies have been submitted.

_Public Interest_

28. The Point Roberts Community Advisory Committee (PRCAC) has requested that the Character Plan be deleted from the Subarea Plan and turned into design guidelines, adopted as an addendum to WCC 20.72. They also wish to continue to review commercial and institutional buildings, and this role is being added to WCC 20.72.

29. No adverse impacts to either service providers or to the provision of capital facilities, or transportation facilities have been identified.

30. It is not anticipated that the proposed amendments to the Subarea Plan, Character Plan, or WCC 20.72 will have an adverse impact on Whatcom County's designated Resource Lands. As of the date of this report, there are no Resource Lands designated in the geographic area comprising Point Roberts.

_Spot Zoning_

31. The subject proposal does not involve rezoning property.

32. The subject proposal does not modify Urban Growth Area (UGA) boundaries. The Growth Management Act requires counties to designate UGAs, and the County has not designated Point Roberts for future urban growth.

IV. _PROPOSED CONCLUSION_

The subject proposal is consistent with the approval criteria of WCC 2.160.080.
V. **RECOMMENDATION**

Based upon the above findings and conclusions, Whatcom County Planning & Development Services Department recommends approval of:

1. the attached draft ordinance;
2. Exhibit A to the draft ordinance, which shows the proposed amendments to the Subarea Plan;
3. Exhibit B to the draft ordinance, which shows the proposed amendments to WCC 20.72; and,
4. Exhibit C to the draft ordinance, a copy of the Character Plan converted to become the Point Roberts Design Guidelines.
ORDINANCE NO. __________

AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE POINT ROBERTS SUBAREA PLAN TO DELETE THE POINT ROBERTS CHARACTER PLAN, AND AMEND WCC 20.72 POINT ROBERTS SPECIAL DISTRICT TO ADOPT THE POINT ROBERTS DESIGN GUIDELINES

WHEREAS, the Point Roberts Community Advisory Committee no longer wishes the Point Roberts Character Plan to be a part of the Point Roberts Subarea Plan but rather be adopted as an addendum to WCC 20.72, Point Roberts Special District; and,

WHEREAS, The Whatcom County Council reviewed and considered Planning Commission recommendations, staff recommendations, advisory committee recommendations, and public comments; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

1. The Point Roberts Character Plan is a set of architectural design guidelines and development standards specific to the Point Roberts Subarea. The Character Plan was referenced in and adopted through the Point Roberts Subarea Plan, which is in turn adopted as part of the Whatcom County Comprehensive Plan.

2. The Point Roberts Community Advisory Committee (PRCAC) has been working on revising the Character Plan since April 2015 and has held approximately 28 public meetings on the subject.

3. On March 14, 2017, the PRCAC voted to remove the Point Roberts Character Plan from the Point Roberts Subarea Plan and petitioned the County to do so, while incorporating the PRCAC’s review role and certain of the development standards into WCC 20.72, and converting the architectural design guidelines into the Point Roberts Design Guidelines. This was reconfirmed by the PRCAC at a public meeting on April 11, 2017.

4. In accordance with the PRCAC’s desire, the proposed amendments delete all references to the Character Plan in the Point Roberts Subarea Plan.

5. Concurrent with the proposal to delete the Point Roberts Character Plan, the proposed amendments add new regulations to WCC 20.72 Point Roberts Special District. These regulations are consistent with those currently contained in the Character Plan.
6. Additionally, the architectural design guidelines will be adopted as an addendum to WCC 20.72, to be known as the *Point Roberts Design Guidelines*.

7. At this point, the intent of this action is not to amend the architectural design guidelines as expressed in the to-be-archived Character Plan, only to move where they are housed. The PRCAC intends to work on the Design Guidelines over the next several months to update them, and moving them to the County code allows the PRCAC to do so as a code amendment and not be temporally constrained by the timing of the annual docket.

8. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on April 12, 2017.

9. Notice of the proposed amendments was submitted to the Washington State Department of Commerce on March 27, 2017. The County received confirmation from Commerce indicating that they had received the notice and that Material ID #23529 had been assigned to the materials received.

10. The amendment conforms to the requirements of the Growth Management Act, is internally consistent with the countywide planning policies and is consistent with any interlocal planning agreements.

11. The public interest will be served by approving the amendment.

12. The amendments will have no effect upon the rate or distribution of population growth, employment growth, development, and conversion of land as envisioned in the comprehensive plan.

13. The amendments will have no effect on the ability of the County and/or other service providers, such as cities, schools, water and/or sewer purveyors, fire districts, and others as applicable, to provide adequate services and public facilities including transportation facilities.

14. The amendments will have no impact upon designated agricultural, forest and mineral resource lands.

15. The amendments do not include or facilitate spot zoning.

16. No Urban Growth Area will be affected by the amendments.

17. The Planning Commission held a public hearing regarding these amendments on April 13, 2017. Notification of the public hearing was published in the Bellingham Herald on March 31, 2017. Notice was also sent to the Point Roberts All Point Bulletin, Cascadia Weekly, the Foothills Gazette, KGMI, the Lynden Tribune, the Northern Light, and Whatcom Watch.

18. Additional findings of fact are found in the staff report for this action.

**CONCLUSIONS**

1. The subject amendments are consistent with and implement the GMA planning goals. The amendments conform to applicable requirements of the Growth Management Act.
2. The subject amendments satisfy the approval criteria of WCC 2.160.080.
3. The proposed amendments to the development regulations are consistent with the comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that:
   Section 1. Amendments to the Point Roberts Subarea Plan are hereby adopted as shown in Exhibit A; and,
   Section 2. Amendments to the Whatcom County Code Chapter 20.72, Point Roberts Special District, are hereby adopted as shown on Exhibit B; and,
   Section 3. Exhibit C is hereby adopted as the Point Roberts Design Guidelines.

ADOPTED this ______ day of ________________, 2017.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

_________________________        _______________________________
Dana Brown-Davis, Council Clerk       Barry Buchanan, Chairperson

APPROVED as to form:        ( ) Approved    ( ) Denied

_________________________
Civil Deputy Prosecutor

_________________________
Jack Louws, Executive

Date: _______________________

Page 3 of 3
Whatcom County
2017 Point Roberts Sub-Area Plan
Section A
ACKNOWLEDGEMENTS

"Old Whalen Farmhouse"
Point Roberts Community Quilt

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Section B
EXECUTIVE SUMMARY

The 2001 Point Roberts Sub-Area Plan is the result of a community-wide public planning process begun in September of 2000. It included participation by citizen volunteers, county staff, and Point Roberts property owners. The Sub-Area Plan strives to balance the special nature of Point Roberts with the need to plan for future development following the guidance of the Growth Management Act. The key features of this revision to the Point Roberts Sub-Area Plan include:

- Simplification and consistency in zoning classifications throughout Point Roberts.
- Use of the “Small Town Commercial” zoning classification to focus commercial development into a Village Center.
- Development of a new “Transitional” residential zoning classification to permit appropriate future development that preserves and enhances the unique physical qualities of Point Roberts.

Point Roberts is both a geographically unique portion of Whatcom County and a place of special natural beauty. Public testimony, citizen input, and committee discussions centered on the need to preserve the natural beauty of Point Roberts while focusing commercial development and retaining the “small town” feel of the Point. Of special concern was the existence of many platted but undeveloped residential lots. These lots are underdeveloped due to their relative small size, location, and the lack of necessary public infrastructure to allow development at current densities. These existing substandard lots presented a challenge to the Committee since they represented a sizable portion of the Point’s “future development inventory.”

The solution to this situation was to formulate a strategy to encourage better residential subdivision design. Key to encouraging appropriate development and design was the creation of a new “Transitional” residential zoning classification. This zoning classification features a two-tier density structure — the underlying zoning for parcels designated Transitional is one dwelling unit per five (5) acres. Homes can be constructed at this density following the normal permitting process.

The Transitional parcels also have the added option of being developed at higher density (one unit per acre) if all of the following three (3) criteria are met:

- Installation of an on-site wastewater system (STEP, community drain field, etc.) that could eventually be connected to a community-wide wastewater system,
• Use of cluster design for structures and improvements, and
• Provision for open space beyond that which would normally be required.

The other key feature of this Sub-Area Plan is the focusing of commercial development into a new Village Center. The “Small Town Commercial” zone has been centered on Gulf Road, linking the main arterial (Tyee Drive) to the beach. This mixed-use, pedestrian-orientated commercial zone was developed to create an identity for Point Roberts while permitting the type and scale of development considered most appropriate for the area.

Together, the Village Center and the Transitional zoning classification provides a blend of uses and development densities designed to fulfill the Sub-Area’s Vision of having “Point Roberts retain its small town character while promoting focused development that is sustainable and appropriate.”
1. **Section C Section 1.0 INTRODUCTION**

1.1 **Purpose**

Sub-Area Plans are area-specific planning documents adopted in order to address future development in locations governed by land use regulations that, due to changing circumstances, do not fully address current development trends, challenges, and/or opportunities. Typically, a Sub-Area Plan provides finer-grain guidance than can be contained within the broader context of the countywide Comprehensive Plan. Although the overarching Sub-Area Vision, Goals, Policies and Projects are identified in this document (see Section 5), subsequent specific project review will occur once individual development is proposed.

The purpose of this Sub-Area Plan is to provide specific guidance on the establishment of future uses at Point Roberts consistent with the direction of the May 1997 Whatcom County Comprehensive Plan, as amended. The intent of this Sub-Area Plan is to become incorporated as an element of the Whatcom County Comprehensive Plan.

This Sub-Area Plan is the first update of the 1990 Point Roberts Sub-Area Plan. It is the result of a public planning process to engage community discussion relating to future development in Point Roberts, the community’s vision of its future, economic challenges and opportunities, and the environmental issues surrounding future land uses.

1.2 **Scope**

As reflected in RCW 36.70A, all of the Goals, Policies and Projects contained in this Sub-Area Plan must comply with the Washington State Growth Management Act (GMA) and be consistent with the Whatcom County Comprehensive Plan. However, this Sub-Area Plan is not required to include all of the elements required in a Comprehensive Plan.

This Sub-Area Plan will be subject to State Environmental Policy Act (SEPA) review. Identified environmental issues associated with changes in land use will be evaluated at the programmatic level. Future applicable project-level actions within the Sub-Area will be subject to subsequent environmental review.

1.3 **Integration with Comprehensive Plan**

This Sub-Area Plan will be integrated as an element of the Whatcom County Comprehensive Plan so that it remains consistent with State GMA regulations and its impacts on other areas of the county are considered and mitigated. To maintain consistency between planning documents,
certain recommendations regarding policy alterations are included as an implementing step within this Plan.

1.4 Relationship to Other Regulatory Documents

Several regulatory documents guide development in Whatcom County. These include the State Growth Management Act (GMA), the Whatcom County Comprehensive Plan (Comp Plan), the Point Roberts Sub-Area Plan, and in shoreline areas, the Whatcom County Shoreline Management Plan (SMP). This update to the Point Roberts Sub-Area Plan is generally consistent with and in compliance with these other regulatory documents. Minor amendments to the Comp Plan and SMP may be necessary to implement the revised Sub-Area Plan.

From a regulatory standpoint, a hierarchy exists between GMA, the Comp Plan, the Sub-Area Plan, and the SMP. The Comp Plan is prepared in accordance with the GMA. The Sub-Area Plan is an element of the Comp Plan and provides additional and specific guidance on land uses within Point Roberts. Thus the Sub-Area Plan and the Comp Plan are, for regulatory purposes, one document that provides both general and specific guidance concerning future development. The SMP is an additional layer of development regulations administered at the local level that take the general and specific guidance found in the Comp Plan/Sub-Area Plan and define additional specific guidance for development adjacent to the shoreline. Comp Plans/Sub-Area Plan may contain development regulations that are more stringent than the SMP but cannot contain development regulations less stringent than the SMP.

The Comprehensive Plan is established by state statute to be the basic source of reference for the community on land use matters. The Comp Plan promotes a community’s agreed-upon vision for the future. The Comp Plan forms the basis for the County’s zoning regulations. The uses designated as allowable within the Sub-Area will be incorporated into the County’s implementing codes, ordinances and regulations. Consistent with the requirements of RCW 36.70A, all development regulations must implement and be subordinate to the policies and standards contained in the Comprehensive Plan.

For development within 200 feet of the shoreline, the requirements of the Whatcom County Shoreline Management Plan (SMP) are to be applied as well. These requirements are in addition to the requirements contained in the Comp Plan and zoning regulations and are intended to provide specific guidance over development projects in the vicinity of the shoreline due to the unique environmental concerns related to development close to the water’s edge. The Whatcom County SMP is due for revision in the year 2002.

1.5 Relationship to Other Planning Documents

In addition to the documents listed in Section 1.4 that set out a regulatory framework for the Subarea Plan, other recent planning documents provide additional guidance on issues of interest to Point Roberts and additional information relating to the environmental features found in Point Roberts. These documents include the Point Roberts Strategic Economic Plan completed by the Port of Bellingham in November of 1999, the Point Roberts Character Plan adopted by the Whatcom County Council in April 1994 and amended in November of 1999, and the Point Roberts Subarea Background Document dated January 1990.
The *Point Roberts Strategic Economic Plan* summarized Point Robert’s market opportunities as “further developing the residential, recreation and tourism economy as well as diversification into compatible lines of business.” The Plan included the following strategies:

- Increasing retail shopping opportunities
- Development of arts, crafts, galleries & other specialty goods
- Developing more diverse eating and drinking establishments
- Providing better signage
- Developing better beach public access
- Improving (establishing) pedestrian and bicycle trails
- Increasing water-orientated activities
- Increasing the number of camping/RV facilities, B&Bs, and small hotels
- Positioning Point Roberts as the US headquarters for Canadian firms
- Make Point Roberts an efficient place for the Canadian film business
- Develop high tech business opportunities for data processing & internet-based businesses

In addition to these strategies, the *Strategic Economic Plan* included seven (7) economic development goals. They included:

- Promote a Strong Economy
- Foster a Diverse Economy
- Provide for Educational Opportunities, including Job Training
- Ensure an Efficient Infrastructure System
- Support Effective Working Relationships
- Evaluate Governance Issues
- Future Planning

The *Point Roberts Character Plan*, completed through the efforts of the Point Roberts Character Plan Advisory Committee, deals with the desired architectural characteristics related to future commercial and institutional structures and signs. It provides a unified theme or “feel” for future development at the Point.

The January 1990 *Point Roberts Subarea Background Document* contains information relating to the physical and environmental features in Point Roberts. Specifically, Section II of this document contains information related to the topography, geology, soils, and flora/fauna. Please refer to this document for additional information.

This revision to the Point Roberts Sub-Area Plan has attempted to carry forward many of the themes contained in these documents so as to be consistent with and complementary to these other bodies of work. The design elements of the Character Plan are envisioned to aid in the design of the Village Center and Resort Commercial areas while many of the strategies contained in the Strategic Economic Plan can be found in this Plan’s Policies and Projects.

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1 Point Roberts Strategic Economic Development Plan Final Report – page 27
2 Point Roberts Strategic Economic Development Plan Final Report – page 46 - 52
2. **Section 2.0-PLANNING PROCESS & COMMUNITY INVOLVEMENT**

2.1 Process Background
The first Point Roberts Plan was completed in April of 1979. The Whatcom County Council updated this plan in January of 1990 through the approval of the Point Roberts Sub-Area Plan. This Sub-Area Plan is a further update to these prior planning documents.

2.2 Planning Process
The Point Roberts Sub-Area Plan was the product of the following public planning process. A Point Roberts Steering Committee was formed to oversee the planning process, facilitate public participation, develop goals, planning alternatives, assess the planning alternatives, and develop a preferred alternative. The Steering Committee, after reviewing community input, then submitted their work product to the Planning Commission, which held a public hearing and, following a public workshop session, formulated a recommendation to the County Council. The County Council then considered the Planning Commission recommendation, held a Public Hearing, and made a decision regarding the revised Sub-Area Plan.

2.3 Community Involvement
Public participation has been integral to the preparation of this Sub-Area Plan. Opportunities for public involvement included Steering Committee Meetings, a Public Workshop, a community open house and meeting, Public Hearing and Workshop before the Whatcom County Planning Commission, and Public Hearings before the County Council.

2.3.1 Steering Committee
A six-member Steering Committee was appointed by the County to oversee the Sub-Area Plan development and to formulate a recommendation to the Whatcom County Planning Commission. County Planning Division staff was also dedicated to the process to aid in facilitating a recommended Sub-Area Plan. In addition to County planning staff, the Point Roberts Water District manager also participated in the Sub-Area planning process. The Steering Committee and staff members met on seven occasions during an eight-month time period to receive community comments at the open house and to discuss and formulate a Vision Statement, Sub-Area Goals, Policies, Projects, and a Preferred Land Use Map.
2.3.2 Workshop

A two-day planning workshop was held in Point Roberts to engage the public in the identification of community issues and vision. This workshop included numerous activities intended to identify and prioritize the issues and opportunities of greatest importance to the community. Using a facilitated approach, which recognized and discussed development concepts, the Steering Committee began the process of developing a preferred approach to the recommended revisions to the Point Roberts Sub-Area Plan.

2.3.3 Public Meetings & Hearings

The following public meetings, workshops, and hearings were held during the Sub-Area Plan development process.

- September 21, 2000 – Initial meeting of the Steering Committee
- October 20-21, 2000 – Two-day Steering Committee public workshop
- November 16, 2000 – Second meeting of the Steering Committee
- January 18, 2001 – Third meeting of the Steering Committee
- February 15, 2001 – Fourth meeting of the Steering Committee
- March 29, 2001 – Fifth meeting of the Steering Committee
- April 28, 2001 – Open House and sixth Steering Committee meeting
- June 14, 2001 – Public Hearing before the Planning Commission
- June 28, 2001 – Planning Commission Workshop Session
- October 9, 2001 – Planning and Development Committee Session
- October 23, 2001 – Planning and Development Committee Session
- November 27, 2001 – County Council public hearing
- December 11, 2001 – County Council concurrent review and adoption

2.4 2017 Update

On April 11, 2017, the Point Roberts Community Advisory Committee (PRCAC) voted to:

- rescind the Point Roberts Character Plan;
- while simultaneously transfer all substantive, non-architectural rules from the Character Plan to WCC 20.72, Point Roberts Special District; and,
- adopt as an addendum to WCC 20.72 sections 4-006 through 4-018 (most of the Architectural Design Criteria) and 6-001 (Lighting) as the Point Roberts Commercial & Institutional Design Guidelines.

Thus, this plan has been updated to delete all references to the Character Plan (though no other updates are included other than this section).

On [X] the Whatcom County Planning Commission [X] for, and on [X] the County Council [X].
3 Section 3.0 CRAFTING A VISION FOR POINT ROBERTS

"Ben's Store"
Point Roberts Community Quilt

3.1 Point Roberts History, Population & Existing Conditions

Point Roberts, the southern tip of a peninsula that extends south from the lower British Columbia mainland, is 4.9 square miles in size and is unincorporated. Land access to the rest of the United States (US) and Whatcom County is through Canada, a distance of about 25 miles. Point Roberts human history dates prior to 500 B.C., when a large aboriginal population inhabited the area. In modern times, Captain George Vancouver sighted Point Roberts in the summer of 1792 and gave the area its present name in honor of his friend, Captain Henry Roberts.

In 1846 Point Roberts officially became a US territory as the result of an US/British treaty making the 49th Parallel the north-south dividing line. The English had come to look upon Fort Victoria as the future center of their settlements on the coast and were therefore willing to give up territory on the mainland to keep Vancouver Island. The US was willing to bend the dividing line around Vancouver Island in exchange for the remainder of the dividing line following the 49th parallel. As a result of this compromise, Point Robert's unique geo-political situation resulted.

In 1894, a colony of Icelandic families migrated from Victoria and settled in the area. In the early 1900's they were extended homestead rights by the US government who had previously considered Point Roberts a military reservation. Today, some of the larger tracts of land in Point Roberts are still owned by the descendants of these settlers.

The turn of the 20th century was a boom time for Point Roberts. By 1905 there were forty-seven fishing traps operating off the shores of the Point and canneries dotted the shoreline, taking advantage of the Fraser River salmon runs.

Point Roberts recent history has been tied to the US/Canadian monetary exchange rate and the Canadian recreational market. With its isolated geographical location, Point Roberts has historically been more dependent on the Canadian economy than the United States economy. Economic history has reflected how cost imbalances between US/Canadian goods and services can affect Point Robert's local economy. Recently however more US residents have chosen to move to Point Roberts, lessening the impact of the Canadian market and reflecting signs that Point Roberts is beginning to form its own internal economy. While the number of US residents in Point Roberts has increased over the last 10 years, many of the platted lots are owned by Canadians and the majority of the visitors to Point Roberts come from the greater Vancouver area.
3.1.1 Population Demographics

Due to the US/Canadian border, Point Roberts has experienced less development than the surrounding Canadian area to the north (City of Tsawwassen). While Tsawwassen is an urban center with a population of approximately 20,000, Point Roberts has a permanent population estimated to be closer to 1,300. With much of the development centered close to the water’s edge, the interior of the peninsula has a distinct rural development character and density. Point Roberts has three different population groups; Permanent year-round residents, Seasonal residents who spend summers and/or weekends in Point Roberts, and Day visitors.

3.1.2 Day Visitor Population

Day visitor information can be taken from border crossing data. While border crossings are necessary for all three segments of the population, larger fluctuations and multi-year border crossing trends can be tied more directly to the day-visitor segment of the population. As Figure 1 illustrates, the day visitor population has been steadily declining from its height in 1992 when day trips to Point Roberts were motivated by shopping trips tied to monetary exchange rate and price advantages for certain commodities. In the last three years in particular (1998 – 2000), border crossing numbers have seen less fluctuation and become more predictable.

![Figure 1. Annual Border Crossings 1986-2000](image)

Source: US Customs

The day visitor segment has also seen more of a consistent seasonal variation over the last five years (1996 – 2000). As reflected on Figure 2, the day visitor count increases to form a distinctive “summer hump” quite commonly found in seaside recreational communities.
This summer-concentrated border crossing "hump" contrasts sharply with the same daily visitor information for the two previous 5-year periods (1986-1990 & 1991-1995). See Section 11.1.2, 11.1.3 and 11.1.4 for comparative data.

3.1.3 Permanent & Seasonal Population:

The use of US Census reports, Water District information, registered voter information, and other studies, yields the following permanent and seasonal population estimates.

<table>
<thead>
<tr>
<th>Year</th>
<th>Permanent</th>
<th>Seasonal</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1980</td>
<td>461</td>
<td>1,851</td>
<td>2,312</td>
</tr>
<tr>
<td>1990</td>
<td>916</td>
<td>2,590</td>
<td>3,506</td>
</tr>
<tr>
<td>2000</td>
<td>1,308</td>
<td>3,000</td>
<td>4,308</td>
</tr>
</tbody>
</table>

As Figure 3 illustrates, both segments of the population have grown steadily since 1980, with seasonal individuals representing between 70 and 80% of the total population. In the last few years however there has been a slow reversal in property ownership trends, with more Canadians selling than buying and more Americans buying property than selling property in Point Roberts.
3.1.4 Population Summary & Impact on Sub-Area Plan:

Over the last five years, Point Roberts has seen moderate growth in both its seasonal and permanent population. This coupled with the decrease in large day visitor influxes, has promoted a slower-paced small town atmosphere. With both a growing permanent and semi-permanent population, Point Roberts economy experiences seasonal demands for services but currently lacks the year-round resident base to support a diverse economy. As population continues to steadily grow however, commercial and service sector development will follow to support and sustain the increase in permanent and semi-permanent residents. As has been seen recently, Point Roberts will continue the process of developing its own economy and will be less subject to exterior economic forces.

For the time being however Point Roberts is still somewhat sensitive to changes in the Canadian economy and the community desires to promote sustainable development while enabling appropriate population growth. The type, scale, and pace of future development and population changes will be influenced by the Vision, Goals, Policies, Projects and Optimum Land Use Map adopted through this Sub-Area Plan.

The Growth Management Act also has an impact on this Sub-Area Plan in so far as Counties are required to plan for anticipated increases in population to ensure that adequate infrastructure and services are available within the planning horizon. The impact of the Growth Management Act
(GMA) on Whatcom County and Point Roberts is further discussed in Section 4.1 of this Sub-Area Plan. For population allocation purposes however, the GMA provides guidance by providing for population allocations in three related areas. Anticipated population increases are assigned to all cities within the County. Secondly, all Urban Growth Areas are allocated a share of the anticipated population increase and finally, all other areas of the county are allocated the remainder of the anticipated population increases.

With Point Roberts being designated neither a City nor an Urban Growth Area, its share of future population increases is not specifically called-out in the Comprehensive Plan. Point Roberts is grouped in the Unincorporated Whatcom County category of the Comprehensive Plan (see Section 1-8, Table 3 of the 1997 Comprehensive Plan). Even without a specific future population allocation for Point Roberts, an estimation can be made by reviewing the data from the 1997 Comprehensive Plan.

<table>
<thead>
<tr>
<th>Year</th>
<th>Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>1995</td>
<td>148,300</td>
</tr>
<tr>
<td>1995 Unincorporated County Population</td>
<td>54,000</td>
</tr>
<tr>
<td>1995 Estimated Point Roberts Population</td>
<td>1,050</td>
</tr>
</tbody>
</table>

Thus of the 54,000 assigned Unincorporated County Population, Point Roberts represented 1.9% of this total (1,050/54,000).

For GMA purposes, the 1997 Comprehensive Plan anticipates that by 2015, the entire County population will increase by 72,066. Of this increase, 14,176 have been assigned to the "unincorporated" areas. Using the ratio from above, Point Roberts share of the 14,176 is 269 (14,176 x 1.9%).

While this is a simplified method of extrapolating Point Roberts anticipated population increase share, it does provide for a rough estimation of the minimum build-out potential for planning purposes. The Growth Management Act permits communities to plan for up to 125% of the anticipated growth within the planning horizon. It is this growth that is the basis for the revised Sub-Area Plan.

This yields a total increase in population over the 20-year horizon of 336 (269 x 125%). See Sections 4.7 & 8.2 for further information.

### 3.1.5 Existing Land Use Patterns & Development Trends

Point Roberts is a community whose existing land uses and development patterns reflect the speculative nature of the area. Existing zoning in Point Roberts is a confusing patchwork of varying development densities (See map at Section 9.4). A complete build-out given current zoning is impractical given the current limitation on the water supply and the lack of a wastewater system.

Historically however no such limitations on development were envisioned. With the opening of the Massey Tunnel in 1959, many subdivisions were platted containing small lots catering to the anticipated market. In addition an extensive road system was constructed using the traditional grid system and dead-end cul-de-sacs. Much of the anticipated home construction activity never occurred and, even with the signing of a water supply contract in 1988, certain sections of the Point still have the feel of a grid-iron plat subdivision. There are approximately 3,400 platted lots in Point Roberts. Of these, fully 40% remain undeveloped due to their small size, undesirable location and the lack of adequate infrastructure to facilitate their development.
The pace of current home development has tended to be modest and clustered around the more desirable waterfront lots. This “cherry-picking” development scheme has meant that much of the Point’s interior remains undeveloped and—with the exception of Lily Point—the waterfront has been developed at suburban residential densities. Recent construction activity has been for more expensive homes on lots that are larger and therefore more desirable.

A small portion of Point Roberts has been included within the Agricultural Protection Overlay (Chapter 20.38). Areas in Point Roberts that are so designated are not in current agricultural use and were included within the overlay district primarily due to the presence of a qualifying soil type. It is highly unlikely that these designated areas could support agricultural uses in the future.

The Point has seen an increase in US retirees who have chosen to become full-time residents and Canadian retirees who have chosen to live in Point Roberts most of the year. This has been reflected in recent home construction trends. Over the last five years, full-time residents have been the principal construction market over the construction of summer homes and cottages. This has also meant that the larger-sized lots and parcels have seen some development activity while lots in the smaller subdivisions remain vacant. The most striking result of this limited development is the dramatic difference between Point Robert’s small town feel and the urban density found across the border in Tsawwassen B. C.

As noted above, certain portions of Point Roberts are not served by adequate infrastructure to accommodate more intense residential development. In general, the identified areas lack adequate transportation (including multi-modal), stormwater, domestic water or fire flow, and/or wastewater facilities. These areas however are adequately served by existing services to accommodate less intensive development.

As it is likely that these areas could be served by new and/or expanded facilities in the future, they have been evaluated to determine the effect of greater density per acre on existing infrastructure. This evaluation has indicated that these areas will be required to provide fair-share contributions towards the establishment of needed infrastructure through the construction of the absent facilities or the upgrading of existing facilities.

These areas have been identified on the Optimum Land Use Map (see Section 6.3) as “Transitional Zones.” With the adoption of this Sub-Area Plan and the subsequently required development regulations, the base land use designations for these areas will be one single-family residential unit per 5 acres. Under this concept, as additional services are provided, these parcels declared to be Transitional may apply for higher density development. Please also refer to Section 4.6 for additional information related to Transitional Zoning.

As more adequate levels of service are provided to properties located within a particular Transition Zone (consistent with the Whatcom County Comprehensive Plan and the Capital Facilities Section of this Plan), property owners will be able to apply for an administrative ruling permitting a higher density land use designation.

3.1.6 Adjacent Land Use Patterns – Tsawwassen B. C.

Tsawwassen is a sprawling suburban center of 20,000 with high-density commercial strip malls and traditional single-family residential areas. With such extensive development up to the border, Point Roberts represents a contrast in development patterns and community character. Even though Point Roberts and Tsawwassen are geographical neighbors, the overall development pressures in these communities differ. While Tsawwassen’s development density and land use
patterns are a result of its proximity to Vancouver BC, Point Roberts community character is not driven by this metropolitan spillover effect. All products and services traditionally available in a large city are available in Tsawwassen. Point Roberts residents can obtain many goods and services in Tsawwassen but the border provides a distinctive disincentive.

Community input has reflected that Point Roberts does not desire to be developed at densities found in Tsawwassen and does not desire the same land use patterns as Tsawwassen, be it in commercial or residential areas. Point Roberts distinctively small town feel is its greatest asset. The desire of the Sub-Area Plan is to focus community direction so the needs of residents and visitors can be met without impairing the natural environment that makes Point Roberts such a dramatic contrast to its neighbor.

3.1.7 Point Roberts Current Economic Profile

Economic information related to development activity can be gauged by reviewing Point Roberts Tax Assessed Valuation, New Construction Valuations, Water District New Connections, Building Permit Valuations, and State B&O Tax Figures. While these are not the only sources of economic data, they provide a picture of a community’s economy. This data will provide two different but related pieces of information for Point Roberts – changes in development trends within Point Roberts (how has the Point changed over the last 5 to 10 years) and a comparison with other areas of Whatcom County (is Point Roberts experiencing economic expansion comparable to other communities). For comparison purposes, the development information for Point Roberts will be reviewed against the same information for the City of Blaine, the Birch Bay Water & Sewer District, and Whatcom County Fire District No. 13. (See Section 10.2 for detailed data).

<table>
<thead>
<tr>
<th>Year</th>
<th>Tax Assessed Valuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1991</td>
<td>$178,679,438</td>
</tr>
<tr>
<td>1992</td>
<td>$181,034,177</td>
</tr>
<tr>
<td>1993</td>
<td>$185,592,504</td>
</tr>
<tr>
<td>1994</td>
<td>$277,639,303</td>
</tr>
<tr>
<td>1995</td>
<td>$279,316,206</td>
</tr>
<tr>
<td>1996</td>
<td>$281,011,580</td>
</tr>
<tr>
<td>1997</td>
<td>$279,834,824</td>
</tr>
<tr>
<td>1998</td>
<td>$245,134,010</td>
</tr>
<tr>
<td>1999</td>
<td>$246,703,274</td>
</tr>
<tr>
<td>2000</td>
<td>$248,091,883</td>
</tr>
</tbody>
</table>

Tax assessed valuation for Point Roberts has increased from $178,679,438 in 1991 to $248,091,883 in 2000, reflecting a $69,412,445 or 38.8% increase over a 9-year period. This equals an annual rate of 4.3% over the same time period. The changes in tax-assessed valuations are reflected in Figure 4.
Figure 4. Point Roberts Tax Assessed Valuation 1991-2000  
Source: Whatcom County Assessor

<table>
<thead>
<tr>
<th>Year</th>
<th>New Construction Valuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1991</td>
<td>$4,341,420</td>
</tr>
<tr>
<td>1992</td>
<td>$1,993,130</td>
</tr>
<tr>
<td>1993</td>
<td>$2,743,490</td>
</tr>
<tr>
<td>1994</td>
<td>$11,389,855</td>
</tr>
<tr>
<td>1995</td>
<td>$1,789,835</td>
</tr>
<tr>
<td>1996</td>
<td>$1,685,110</td>
</tr>
<tr>
<td>1997</td>
<td>$1,912,020</td>
</tr>
<tr>
<td>1998</td>
<td>$2,335,540</td>
</tr>
<tr>
<td>1999</td>
<td>$2,570,895</td>
</tr>
<tr>
<td>2000</td>
<td>$2,338,080</td>
</tr>
</tbody>
</table>

New Construction Valuation for Point Roberts has been steady for the last three years, reflecting the continued moderate development pace seen for most of the last 10 years. The 10-year average of New Construction for Point Roberts is $3,308,938. New Construction for Point Roberts from 1991 to 2000 is shown on Figure 5.
Table 4. Point Roberts Water District New Connections

<table>
<thead>
<tr>
<th>Year</th>
<th>New Water Service Connections</th>
</tr>
</thead>
<tbody>
<tr>
<td>1991</td>
<td>52</td>
</tr>
<tr>
<td>1992</td>
<td>55</td>
</tr>
<tr>
<td>1993</td>
<td>50</td>
</tr>
<tr>
<td>1994</td>
<td>27</td>
</tr>
<tr>
<td>1995</td>
<td>24</td>
</tr>
<tr>
<td>1996</td>
<td>18</td>
</tr>
<tr>
<td>1997</td>
<td>23</td>
</tr>
<tr>
<td>1998</td>
<td>21</td>
</tr>
<tr>
<td>1999</td>
<td>25</td>
</tr>
<tr>
<td>2000</td>
<td>28</td>
</tr>
</tbody>
</table>

As reflected above and in Figure 6, Point Roberts continues to show moderate growth via new water connections. These numbers however do not distinguish between full time and recreational customers. Even with the growth in connections, discussions with Water District officials have reflected that the Point Roberts seasonal and peak water demand over the last three to four years has shown little if any annual variation.
Figure 6. Point Roberts New Water Connections 1991-2000
Source: Point Roberts Water District

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of Permits</th>
<th>Permit(s) Valuation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1991</td>
<td>28</td>
<td>$1,579,405</td>
</tr>
<tr>
<td>1992</td>
<td>30</td>
<td>$2,487,380</td>
</tr>
<tr>
<td>1993</td>
<td>15</td>
<td>$1,257,980</td>
</tr>
<tr>
<td>1994</td>
<td>22</td>
<td>$1,499,765</td>
</tr>
<tr>
<td>1995</td>
<td>6</td>
<td>$858,080</td>
</tr>
<tr>
<td>1996</td>
<td>19</td>
<td>$1,612,830</td>
</tr>
<tr>
<td>1997</td>
<td>19</td>
<td>$1,693,620</td>
</tr>
<tr>
<td>2000</td>
<td>27</td>
<td>$2,513,713</td>
</tr>
</tbody>
</table>

Point Roberts has seen fluctuations in both the number and value of building permits. In those years where development has occurred, the number of permits and their respective value has reflected a proportional relationship. Even though both the number and value of new construction in 1998 and 1999 is unavailable, the year 2000 reflected a renewed interest in Point Roberts. In the year 2000/2001 the Point has seen the construction of a new golf course that may spur adjacent and related development. Figure 7 reflects the historical trends in building permit issuance.
Figure 7. Point Roberts Building Permits 1991-2000
Source: Whatcom County Planning & Development Services

Table 6. Point Roberts State B&O Tax Figures

<table>
<thead>
<tr>
<th>Year</th>
<th>Number of Businesses</th>
<th>Taxable Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>1991</td>
<td>69</td>
<td>$38,202,639</td>
</tr>
<tr>
<td>1992</td>
<td>83</td>
<td>$35,994,125</td>
</tr>
<tr>
<td>1993</td>
<td>92</td>
<td>$25,974,473</td>
</tr>
<tr>
<td>1994</td>
<td>92</td>
<td>$18,357,199</td>
</tr>
<tr>
<td>1995</td>
<td>95</td>
<td>$16,386,752</td>
</tr>
<tr>
<td>1996</td>
<td>82</td>
<td>$16,218,996</td>
</tr>
<tr>
<td>1997</td>
<td>81</td>
<td>$15,012,280</td>
</tr>
<tr>
<td>1998</td>
<td>90</td>
<td>$12,684,735</td>
</tr>
<tr>
<td>1999</td>
<td>94</td>
<td>$14,245,578</td>
</tr>
</tbody>
</table>

From 1991 to 1999 (year 2000 figures not available) the number of businesses in Point Roberts paying State B&O Tax has remained stable while the value of the business conducted has dropped. This is illustrated on Figure 8.
3.1.8 Point Roberts Community Character

With the adoption of the 1994 Point Roberts Character Plan in 1999, community members began the process of defining Point Roberts' desired community character. In many ways, this revision to the Sub-Area Plan is a natural outgrowth of the Character Plan and carries forward many of the desired attributes found in this document.

As noted in the Character Plan (See Section 8.1.1.), a broad Northwest Heritage Character design theme was envisioned for the commercial areas of Point Roberts. It stresses human-scale commercial buildings, minimum setbacks, and architectural design features that set forth a distinctive small-town feel. This desire for a cohesive, vibrant Village Center was repeated in the workshops and public meetings held by the Steering Committee as they moved to revise the Point Roberts Sub-Area Plan.

To complement this distinctive commercial character, low-density residential development with open-space and cluster development has emerged as a preferred alternative. Much public comment and Steering Committee discussion has focused on the desire to preserve and enhance Point Roberts non-urban development patterns.

3.1.93.1.8 Point Roberts Current Build-Out Analysis

A Build-Out or Land Capacity Analysis is used to determine how much additional population growth can be accommodated under a stated set of zoning and environmental regulations.
Different factors are used to account for physical, social and economic influences in the land supply market. For Point Roberts, it is important to the planning process to establish how much growth can be accommodated based on current regulations.

Although there are many different models for conducting a build-out analysis, they all follow the same basic outline:

1. Vacant and underutilized residential land is tabulated. Other non-residential land, such as commercial land, industrial land, publicly owned land, schools and county parks are not included. Vacant land does not contain any structures. Underutilized land is land that is zoned at a higher density than its current use (e.g. a house on 5 acres that is zoned at 5 dwelling units (DU) per acre) and that would permit further development. Future growth is generally assumed to occur on vacant and underutilized lands.

2. Reduction factors are applied to account for non-residential development (public facilities), unavailable land, critical areas and street rights-of-ways.

3. Market factors are applied to account for the fact that not all properties will be available for redevelopment within the study period.

4. The remaining net acreage is assessed to determine the number of dwelling units possible. Dwelling units can be converted to population using the average number of people per dwelling unit for the study area or jurisdiction.

**Reduction Factors – Background**

Residential development takes place in a complex and dynamic market whose functions are not fully understood. Factors that influence residential development include local and regional land supply and demand, as well as economic and regulatory forces. In addition to these complexities, Point Roberts is also subject to international forces.

In an attempt to account for the realities affecting land supply and demand, reduction or “discount” factors are applied to more accurately estimate developable land. Discounts are typically made for critical areas, roads, public facilities, and land estimated to be unavailable during the planning period. It is almost impossible to predict how a market will act over a 20-year period; discount and market factors are intended to help estimate the amount of land that will be available to accommodate growth and achieve a community’s land use objectives.

**Point Roberts Current Build-Out: Methodology**

The following methodology was used to determine the current Point Roberts build-out population projections. Please refer to Appendix 9.1 for more detailed calculations.

1. Whatcom County’s Geographic Information System (GIS) assembled information from the Assessor records for all of Point Roberts.

2. It was assumed that any improvement (building) valued at $5,000 or greater would be considered a dwelling and as such would also be considered to have a development right. Lots with improvements valued at less than $5,000 were not considered developed unless they were classified as a cabin or vacation home by the County Assessor.

3. Whatcom County Assessor Land Use Codes (1000s residential, 8000s agriculture, and 9000s undeveloped) were the only parcels considered.
4. The number of development rights was determined by dividing the parcel by the maximum allowable density of the zone. If the parcel already had an improvement (with a value of $5,000 or greater), one development right was subtracted from the total.

5. The maximum allowable density and minimum allowable lot size for the Resort Commercial Zone were used to calculate development densities in the General Commercial Zone since there are no such specifications in the General Commercial Zone.

6. The Assessor's acreage figures were used unless they were not available, in which case the GIS calculated acreage was used.

7. A reduction factor for critical areas, roads, utilities and infrastructure of 15% was used.

8. An overall market factor of 125% was used.

9. Vacant lots that were less than 9,000 sq. ft. (less than .20 acres) were omitted from Scenario B on Table 7 because they were assumed to be undeveloped due to lack of septic system capability. (It is assumed that, based on local soil conditions and water table levels, it is "unlikely" that a lot less than 9,000 sq. ft. would be approved for on-site septic). These assumptions can be considered to be the "worst case scenario".

10. Available density was determined for two scenarios:

   Scenario A – Assuming that public water/sewer was available, and

   Scenario B – Assuming that water was available and sewer was not available.

See Table 7 for these resulting calculations.

Current Build-Out Analysis: Summary

Using the methodology described above, a Build-Out Analysis was prepared for Point Roberts. The results of that analysis are summarized in Table 7.

<table>
<thead>
<tr>
<th>Zoning Designations</th>
<th>Scenario A Dwelling Units</th>
<th>Scenario B Dwelling Units</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Assumes that public water and sewer is available</td>
<td>Assumes that public water is available and public sewer is not</td>
</tr>
<tr>
<td>GC</td>
<td>803</td>
<td>152</td>
</tr>
<tr>
<td>RC</td>
<td>3,021</td>
<td>238</td>
</tr>
<tr>
<td>R10A</td>
<td>224</td>
<td>17</td>
</tr>
<tr>
<td>R5A</td>
<td>1,209</td>
<td>259</td>
</tr>
<tr>
<td>UR3</td>
<td>2,454</td>
<td>460</td>
</tr>
<tr>
<td>UR4</td>
<td>99</td>
<td>96</td>
</tr>
<tr>
<td>URM6</td>
<td>54</td>
<td>53</td>
</tr>
<tr>
<td><strong>Sub-total Dwelling Units</strong></td>
<td><strong>7,864</strong></td>
<td><strong>1,275</strong></td>
</tr>
<tr>
<td>Less Reductions (economic conditions, utilities, roads, etc.) @15%</td>
<td>-1,180</td>
<td>-191</td>
</tr>
<tr>
<td><strong>Sub-total Dwelling Units</strong></td>
<td><strong>6,684</strong></td>
<td><strong>1,084</strong></td>
</tr>
<tr>
<td>Plus Market Factor @25%</td>
<td>-1,671</td>
<td>-271</td>
</tr>
<tr>
<td><strong>Net Dwelling Units</strong></td>
<td><strong>5,013</strong></td>
<td><strong>813</strong></td>
</tr>
<tr>
<td>Average Population per DU</td>
<td>2.21</td>
<td>2.21</td>
</tr>
</tbody>
</table>
3.2 A Vision and Direction for the Community

Rather than being subjected to the historical boom/bust nature of speculative development and rather than allowing development to occur randomly given the current zoning, the desire for a revision to the Point Roberts Sub-Area Plan was identified. The need to focus community vision and provide preferred future development alternatives was a desired outcome.

Development sustainability was identified as a desired theme. Sustainable development in Point Roberts was defined to mean maximizing opportunities for appropriate development without destroying the natural environment. In addition, sustainability has been defined as development that incorporates long-term viability. With a focused community vision and policies guiding future development, it is hoped that as Point Roberts continues to mature, development will follow that is focused on the needs of the community and is flexible enough to provide long-term benefit to the community.

An example of recent development in Point Roberts that was not sustainable is the over construction of gas stations along Tyee. With many of these structures underutilized, in disrepair, or torn down, it is evident that selling gas to Canadians due to price imbalances was not sustainable – it was the product of temporary and fleeting economics. Public input has focused on future development that will foster a sustainable economy for Point Roberts. Many of the policies and projects contained in this Sub-Area Plan have their root in development sustainability.

Much community comment was received noting that the urban development densities in Tsawwassen were not desired in Point Roberts. Additional public comments were centered in the need for a focused community vision. With the knowledge that a new direction for Point Roberts was to be achieved, the community began the process of re-defining a Vision for Point Roberts.

3.3 Making the Vision a Reality – Community Focus & Direction

The initial meeting of the Steering Committee was held on September 21, 2000. The purpose of this meeting was to establish the role of the Steering Committee, describe the Sub-Area planning process and the identification of key issues.

On the evening of Friday, October 20th and in the morning of Saturday, October 21, 2000, a two-day community workshop was held by the Steering Committee. The purpose of the workshop was to obtain community input regarding future potential land uses in Point Roberts and to identify issues surrounding future development.

The first day of the workshop featured various facilitated exercises conducted to gain insight into the community’s current vision of itself and the issues facing the area.

On the second day a draft Vision Statement was reviewed and discussed. A vision statement provides the fundamental framework for the specific goals, policies, projects and recommendations of the Sub-Area Plan. Five (5) development alternatives were also presented and discussed during this workshop. Through the use of several facilitated activities, participants were broken into groups and asked to review and “grade” each of the alternatives. The groups
then presented their findings and discussed their evaluation standards used to determine the most "appropriate" uses in the Sub-Area.

The last portion of the workshop focused discussion on the attributes a preferred alternative might possess, with the groups using site maps and designing their own conceptual future land use maps. The tabulated results of the facilitated exercises held at the two-day workshop can be found in Appendix 9.4 of this Plan.

The Steering Committee next met on November 16, 2000. The purpose of the meeting was to review the results of the two-day charrette, define common development themes, discuss and refine the draft Vision Statement and begin developing Plan Goals.

The next meeting of the Steering Committee was held on January 18, 2001. At this meeting Draft 1.00 of the revised Sub-Area Plan was presented and discussed. Following Committee discussion on the elements of Draft 1.00, members of the community were asked to comment on the document.

From February 2001 through April 2001, the Committee met on four occasions to refine the Sub-Area Plan. In May of 2001 Draft 4.0 of the Sub-Area Plan was completed and forwarded to the Planning Commission for review and consideration.

3.3.1 Point Roberts Sub-Area Vision Statement

As a result of the public participation process, the Sub-Area Vision Statement was adopted by the Steering Committee. A community Vision Statement is intended to be the most generalized component of the Plan. It summarizes the community principles and values upon which the Plan is based. In the case of Point Roberts it reflects the desire to keep and enhance the unique community character of the Point while simultaneously promoting appropriate development.

Sub-Area Vision Statement:

Point Roberts is a small, quiet, diverse and geographically unique American community located in a magnificent natural setting in close proximity to a major Canadian metropolitan area. The Point's unique maritime location and natural environment is its greatest asset and is integral to community character. Point Roberts strives to retain its small town character while promoting focused development that is sustainable and appropriate.

3.3.2 Community Planning Concepts

As a result of the public meetings, workshops, and community input, the following Sub-Area planning concepts were identified by the community as appropriate for inclusion in the revised Sub-Area Plan.

- A focused town center on Gulf Road extending from Tyee Drive to the beach
- Additional facilities/services at Lighthouse Park
- Community events to draw day time and overnight visitors
- Trails, bicycle paths and open space
- Protection of tree cover and wildlife habitat
• Additional recreational facilities and support services near Lighthouse Park, Maple Beach, the Point Roberts Golf & Country Club, Monument Park, Lily Point and the Marina.
• Maintaining a vegetated corridor and discouraging new commercial development along Tyee Drive near the US/Canadian border.
• Encourage infill of automobile-orientated businesses (grocery stores, gas stations, lumber stores, etc.) along Tyee Drive near Gulf Road.
• Encourage infill of pedestrian-orientated businesses (retail shops, restaurants, galleries, etc.) on Gulf Road near the Community Center.
• Develop parking areas on Gulf Road for shoppers and community events.
• Encourage non-retail (offices, light assembly, etc.) businesses to locate on the edge of the new pedestrian-orientated mixed-use focused town center.
• Encourage bed and breakfast and small lodges for overnight guests.
• Cluster new residential development in areas where services can be provided.

3.3.3 A Challenge to Redefining Community Character – Pre-Existing Lots
The challenge for Point Roberts’ land use designations is the significant number of platted but undeveloped lots located within the community. The vast majority of these lots are legal, “substandard” lots-of-record approved prior to the adoption of current subdivision regulations. In most cases, these lots were created without the provision of adequate infrastructure, which is largely responsible for their currently undeveloped status. In general, market and economic considerations (i.e. the cost of providing needed infrastructure – specifically sanitary wastewater facilities) have prevented the development of the lots to date. The establishment of a sewer system in areas where existing lot size or zoning densities would support sewers could allow development of many of these lots at platted densities. This potentiality effectively preserves the validity of the lots. Although the timing and financial feasibility of establishing a sewer system is not certain, these lots are considered to be potentially developable in evaluating the theoretical build out capacity (and population) of the community.

The existing, predominantly poorly designed, lots present many challenges to the community as it moves to define the future of Point Roberts. These existing plats were often designed without regard to topography or natural systems. They are platted at urban densities, which is contrary to current community desire, and since these lots could feasibly be developed in the future with infrastructure improvements (sewer), they must be counted toward calculating a build-out population for the community. This build-out effect is significant due to the requirements of Growth Management. As mentioned previously, the GMA places strict limitations on build-out potential for areas outside of established UGAs. Thus this “existing lot inventory” impacts the land use designations throughout Point Roberts. Three potential strategies have been identified to address this situation.

• Mandatory Replats with Reduced Density – If five or more contiguous lots have common ownership and more than one building site is anticipated on these lots, it would be a requirement to replat the lots into larger better designed building lots.

• Limitation of Sewer Service Area – By specifically not providing for the sewerage of the interior sections of the Point, these existing smaller lots would not be built upon. This
would naturally encourage the replatting of these existing lots into larger lots with on-site wastewater systems.

- Development Standards and Concurrency – While this alternative would not serve to decrease the number of existing sub-standard lots, it would facilitate the allocation of infrastructure costs to these lots. Techniques may include using one or more of the following: Developer Contributions, Impact Fees, Local Improvement Districts, and/or Latecomer Agreements.
4 Section 4.0 POINT ROBERTS LAND USE APPROACH

4.1 Point Roberts, the Growth Management Act, and Urban Growth Areas

Prior planning documents for Point Roberts have suggested that eventual incorporation of Point Roberts was a possibility. With this underpinning, the existing zoning included land use designation and development densities commonly found in urban areas. The common notion was that given enough time, development within Point Roberts would enable it to become a city.

With the advent of the Growth Management Act, leaving the evolution of new cities to the uncertainty of time was abandoned. In its place was a responsibility to channel new development into existing cities. In addition, potential new cities were identified as Urban Growth Areas (UGA). It is these existing cities and UGAs into which higher density development was to be channeled. Whatcom County did not designate Point Roberts as a UGA in the 1997 Comprehensive Plan.

This desire to limit urban sprawl by focusing development has meant that areas outside of UGA’s were envisioned to develop at much less density. In a planning sense the Growth Management Act has meant “drawing a line in the sand”. The “growing” of new cities (in areas not designated a UGA) would go against the basic context of growth management, that is, it would allow time and sprawl, not prior planning, to determine areas of urban development.

Given the limitations imposed by the GMA, two basic planning options are possible for the future of Point Roberts. The first is to move forward and propose UGA status for Point Roberts. The second option is to plan future land uses within Point Roberts that are not tied to urban densities and eventual incorporation.

Analysis has reflected that designating Point Roberts as a new UGA would be very difficult. Given the framework of Growth Management, adding additional UGAs goes contrary to “managing growth” as it would be difficult to demonstrate the need for an additional UGA in Whatcom County. The legal standards for new UGA creation are extremely high. Legal challenges to a new UGA designation before the Growth Management Hearings Board (GMHB) would likely ensue and could be successful. The factors that might lead to a successful challenge before the GMHB could include:

- There is not an identified need for additional UGA’s in Whatcom County to accommodate urban growth.
The projected population for Whatcom County is already accommodated in existing UGA’s.

Point Roberts is not characterized by Urban Growth – existing density is less than one unit per acre.

The GMA does not facilitate “growing” rural areas into UGA’s unless growth cannot be accommodated in existing cities and UGA’s.

A UGA designation for Point Roberts would require all land within the Point to be zoned at urban densities. This would mean that, in all likelihood, 4 units per acre would be the minimum density with higher development densities a distinct possibility.

Such urban densities would impact the community character in Point Roberts to such an extent that there would be little visual difference between Point Roberts and Tsawwassen, a notion that has received significant negative public input.

Public services and facilities, particularly water supply, sewer, and schools are not available to serve urban density development in Point Roberts.

It should be noted that the future of Point Roberts is far from certain. With the current pace of development, it is possible that, given sufficient time, development within Point Roberts could lead to the area becoming incorporated. For the current planning horizon however, this Sub-Area Plan envisions a non-UGA approach to development in Point Roberts. Public input and Steering Committee direction has stated that Point Roberts should not be developed at the densities found in Tsawwassen. Under this framework of community input, the following land use approach for Point Roberts was defined.

4.2 Sub-Area Plan Land Use Approach

Given Point Roberts topography, existing land use patterns, and in response to public input, the land use designations within Point Roberts were broken into five separate but inter-related planning areas. Central to the revised Sub-Area Plan is the establishment of a Village Center in the vicinity of Gulf Road, extending to portions of Tyee. This area will be a high-density mixed-use zone with commercial and office development supported by upper floor residential uses.

At the eastern edge of the Village Center will be the second land use area that includes the areas on Tyee and the areas surrounding the Marina. The development of higher-density professional office, recreational/conference facilities and high-tech uses are envisioned for this section of Point Roberts.

The third area is the recreational and residential uses at Maple Beach, Lighthouse Park and Monument Park. Increased public access, recreational use and support of local identity have been the focus here.

The forth area is the interior, predominately residential, section of the peninsula. These areas are predominately zoned residential but have seen less development than the coastal areas of Point Roberts.

The final area is the medium density residential areas along the shoreline. Infill development is envisioned for these areas.
4.3 The Mixed-Use Village Center

As noted before, one central theme to emerge from the meetings and workshop was the desire for a focused, mixed-use village center. The concept of mixed-use zoning and the creation of a Village Center on Gulf Road emerged as the most desirable development alternative developed by the public.

4.3.1 Mixed-Use Historical Perspective

In the context of a Village Center, mixed-use zoning is associated with a mixture of land uses that creates intertwined economic and social activity within a well-defined and recognizable place. This is most commonly achieved through ground-floor commercial uses combined with upper-floor residential use. This mixture of uses generates around the clock human activity, lending to a cohesiveness and liveliness not found in sole-use zoning schemes. Mixed-Use Village Centers are designed to promote pedestrian traffic and social interaction. In fact, mixed-use is the traditional urban form in medieval villages and towns. The traditional town squares in Europe reflect this mixture of institutional (both government and religious), commercial, and residential uses.

American cities and towns however have traditionally been zoned using a rigid separation of land uses. This combined with the ascendancy of the automobile as the dominant form of transportation has broken down the traditional mixed-use form of zoning. The result has been the evolution of the strip commercial development and entire communities exclusively developed for low density residential uses. The heightened sense of human activity and enriched sense of place that mixed use provides is not possible within these development patterns.

4.3.2 Point Roberts Village Center

The development of a Village Center in Point Roberts has been identified as most appropriate on Gulf Road, from Tye to the beach. For initial consideration, the area in the vicinity of the Community Center has been identified as the heart of the Village Center.

Due to the length of Gulf Road and the desire for a focused mixed-use Village Center, future development may consist of clustered mixed-use structures linked together through the use of transitional areas. The Policies and Projects identified in this document related to the Village Center are intended to promote the development of community character. Initial development may be modest but in time it is anticipated that additional development will occur which will add to community identity and character.

To enable a vibrant mixed-use village center to exist, there must be a mixture of activities that support and encourage human activity. Three (3) common conditions have been cited as essential to ensure this vitality in Point Roberts:

- The Village Center must serve more than one primary function, and preferably three, so that there will be people on different schedules using common facilities.
- A mixture of buildings of varying age and condition, so that there are inexpensive rents for enterprises just starting out as well as high quality space to keep successful enterprises from leaving the area.
- Dense residential concentrations of people to support diverse activities within a compact area.
Mixed-use at a smaller scale has proven successful as infill in existing commercial areas, serving as magnets to stimulate neighboring development. Many of the Goals, Policies and Projects in the Sub-Area Plan have been developed to facilitate the growth of a mixed-use village center in Point Roberts.

4.3.3 Village Center Challenges and Opportunities

The development of a mixed-use Village Center will not occur quickly. A certain minimum level of human activity is necessary and given the relatively undeveloped nature of Gulf Road, many smaller-scaled developments will need to occur before a cohesive Village Center is to exist.

Many strategies exist for promoting the development of a Village Center and certain Sub-Area Policies and Projects are targeted at this goal. The development of a vibrant mixed-use Village Center will take the cooperative effort of the community and government officials.

Central to this concept is the development of a wastewater collection and treatment system serving the Village Center and the entire southwestern portion of the peninsula. The community has many options related to the type and scale of a wastewater system including conventional wastewater treatment, community drain fields, STEP systems, or other alternative designs.

The design and installation of a wastewater system is considered crucial to the success of the Village Center. Without such a system, higher-density development along Gulf Road is not possible.

4.3.4 Village Center Economic Benefit

The economics of mixed-use derive from the notion that mutually supporting activities will have a synergistic effect on each other, that is, the total revenue generated will be greater than the sum of the parts. If housing and office uses are combined, for example, a market is created for shops and services which could not be supported by either alone. This does not have to occur in one building, but the uses must be physically integrated in a way that permits pedestrian circulation between them.

The intent behind allowing a mix of uses in the Village Center is that the residential uses will support and contribute to the economic development of the local economy. Businesses choosing to locate in the new Village Center will have a ready labor pool and future residents will have potential employers. In addition, new shopping opportunities and the availability of needed services will attract additional visitors and residents, providing a multiplying effect.

Encouraging mixed-use development that includes residential components will increase the likelihood that projects will be completed in a relatively short time horizon. Traditionally, developments that are exclusively commercial have longer build-out periods than projects containing both residential and commercial components.

A mix of land uses within the Village Center will foster economic development in three primary ways. First, mixed-use development increases the chances of attracting high quality jobs to the area because the convenience and range of services offered are desirable to firms looking to relocate. Business relocation decisions are often based on criteria which includes quality of life characteristics including the opportunity to live close to work.

Secondly, mixed-use development increases the types of commercial businesses attracted to the area because of the complimentary services available. Thirdly, mixed-use can serve to enhance
an entire community as the synergy between commercial and residential uses encourage further
development activity outside of the Village Center. The Resort Commercial, Recreational, and
Residential areas outside of the Village Center are designed to complement the Village Center by
providing recreational activities for residents and visitors, conference facilities, and residential
areas for future residents of Point Roberts.

4.3.5 Economic Development Strategy

The economic development strategy inherent in the Sub-Area Plan is multi-tiered and is reflected
in the land use changes detailed in the Optimum Land Use Map (see Section 6.3).

Realizing that the risk in economic development is to spread oneself too thin and simultaneously
target many diverse markets, the central economic themes in the Point Roberts Sub-Area Plan
are:

- Sustainable Tourism – Centered in the promotion of annual festivals and the development
  of smaller hotels and lodges catering to the multi-day visitor and
  conventions/conferences.
- Focused Mixed-Use Village Center – Centered in higher-density “village-scale” (two to
  three story) residential and pedestrian-orientated commercial uses.
- High Tech & Office Development – Centered in international and professional needs and
  located adjacent to the Village Center.
- Redirected & Focused Residential Uses – Centered in higher-density Village Center uses
  and low density residential uses in other sections of the Point.

4.4 Open Space, Trails and Connections

Another theme to emerge from the Planning Process was the desire to preserve and protect the
Point’s unique wildlife habitat and create open space with trails linking the Village Center with
the various recreational areas, parks, and residential areas.

In the commercial development arena, open space can be facilitated through thoughtful site
planning and building design features that serve to create visual vistas. In addition to height
limitations to facilitate a pedestrian scale, the placement of parking and utilities within or
beneath the structure, enable additional areas to be devoted to active public open space.

Public/private partnerships to maximize commercial public open space can also be employed. In
many instances the particular location and design configuration of commercial open space can be
combined with public rights-of-way and other parcels of public property to create open space of
a scale not otherwise possible.

In residential development, open space can be achieved using similar strategies. Since traditional
residential development is many times centered on the one-house one-lot concept, open space is
segmented and lacks connectivity. By clustering residential units, shared open space can be
created.

The clustering of residential units also has the benefit of utility consolidation. When population
critical mass is necessary for new infrastructure development, the clustering of residential
development offers lowered incremental capital costs and promotes the likelihood of project
initiation.
The Point Roberts Sub-Area Plan promotes this residential clustering strategy combined with public right-of-way trail development. Clustering residential development, creating both commercial and residential open space, and linking these areas with a series of trails and pathways will promote the following community benefits:

- A sense of community linkage and connectivity will be achieved.
- The development of necessary infrastructure will be facilitated.
- Open space and unique wildlife habitat can be maintained.

4.5 Sustainable Development & Site Planning

A unifying theme to emerge from the Planning Process was the desire for development within Point Roberts to be sustainable by nature and thus less reliant on exterior economic and political forces.

The concept of sustainable development is based on principles which include: the restoration and preservation of key ecosystems, a cleaner and healthier environment, the limitation of urban sprawl, the protection of wildlife and natural areas, and the advancement of the efficient use of land and other resources. The result of sustainable development is the creation of quality communities and jobs. The key to sustainable development is the establishment a framework to enable a community to have economic security, ecological security, and quality of life.

The Optimum Land Use Map is the product of this desire to promote an atmosphere of sustainability and predictability in Point Roberts. The natural development limitations associated with the existing water supply contract and the needs for a future wastewater system helped focus community attention to the possibility of developing a focused mixed-use village center together with lower density residential zoning.

To complement these activities, resort and recreational activities are included in selected areas of the Point. By providing sufficient land areas for office development, recreational activities, convention facilities, and low-density residential development, a sustainable economy tied to a diverse economy is envisioned. By completing this multi-tiered sustainable development strategy, it is hoped that the small town qualities of Point Roberts can be preserved and enhanced while simultaneously creating a development atmosphere that is predictable.

4.6 Transitional Zoning

As noted previously, the lack of necessary infrastructure (particularly wastewater treatment) has meant that some of the previously platted subdivisions have remained undeveloped. In addition much of the interior portions of Point Roberts remain unplatted for much of the same reason. The need for adequate infrastructure to support higher density development and the desire to preserve Point Roberts open space lead the Steering Committee to consider Transitional Zoning.

Under this concept, parcels designated Transitional would have two different development density opportunities. The parcels would have an underlying zoning (one unit per 5 acres) upon which development could occur at any time. Provisions for septic, setback, open space, and other development criteria would be governed by current County requirements.
These parcels however would also be able to be developed to higher density (one unit per acre) if the following three conditions were present:

- Provision for off-site community wastewater treatment, on-site STEP, or community drainfield establishment. (i.e. – supply of necessary infrastructure)
- Use of cluster design for structures/improvements (i.e. – consolidation of utilities and development impact)
- Provision of open space beyond that which is currently required (i.e. – contribution to community character)

4.7 Optimum Land Use Map - Point Roberts Revised Build-Out Projections

Using the methodology detailed in Section 3.1.8 and the revised land use designations contained in Section 6.3, the following revised population build-out projections result:

<table>
<thead>
<tr>
<th>Zoning Designations</th>
<th>Scenario A Dwelling Units</th>
<th>Scenario B Dwelling Units</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Assumes that public water and sewer/STEP is available</td>
<td>Assumes that public water is available and public sewer is not</td>
</tr>
<tr>
<td>GC</td>
<td>22</td>
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<tr>
<td>RC</td>
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<td>129</td>
</tr>
<tr>
<td>RR2</td>
<td>464</td>
<td>200</td>
</tr>
<tr>
<td>RR1</td>
<td>1,004</td>
<td>662</td>
</tr>
<tr>
<td>TZ</td>
<td>895</td>
<td>265</td>
</tr>
<tr>
<td>R5A</td>
<td>132</td>
<td>129</td>
</tr>
<tr>
<td><strong>Total Dwelling Units</strong></td>
<td><strong>6,604</strong></td>
<td><strong>1,659</strong></td>
</tr>
<tr>
<td>Less Reductions (critical areas, utilities, roads, etc.) @ 15%</td>
<td>-991</td>
<td>-249</td>
</tr>
<tr>
<td><strong>Total Dwelling Units</strong></td>
<td><strong>5,613</strong></td>
<td><strong>1,410</strong></td>
</tr>
<tr>
<td>Plus Market Factor @25%</td>
<td>-1,430</td>
<td>-353</td>
</tr>
<tr>
<td><strong>Net Dwelling Units</strong></td>
<td><strong>4,201</strong></td>
<td><strong>1,058</strong></td>
</tr>
<tr>
<td>Average Population per DU</td>
<td>2.21</td>
<td>2.21</td>
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<tr>
<td><strong>Total Additional Population @ Build-out</strong></td>
<td><strong>9,304</strong></td>
<td><strong>2,337</strong></td>
</tr>
</tbody>
</table>
5 Section 5.0 GOALS, POLICIES AND PROJECTS

"Trinity Lutheran Church"
Point Roberts Community Quilt

The following Section provides Goals, Policies, and Projects for Point Roberts. The Goals state the broad conceptual objectives of the particular land use within the context of this particular Sub-Area. The Policies are statements controlled according to legal regulations. The Projects are included to implement the stated Goal and Policy. All Goals, Policies, and Projects contained in this Sub-Area Plan have been reviewed for consistency with and found to be compliant with the Whatcom County Comprehensive Plan and the goals of the Growth Management Act.

GOAL 1.0 – PROTECT AND ENHANCE POINT ROBERTS ENVIRONMENTAL QUALITY

Goal 1.1 Enhance and protect shoreline public resources and access while protecting the marine environment.

Policy 1.1.1 Ensure that shoreline development does not significantly impact longshore transport and other existing natural shoreline processes.

Policy 1.1.2 Ensure that public park facilities are in appropriate scale with site's physical limitations. Facilities should be located and scaled so as to not overwhelm the site or promote uses that adversely affect the natural environment.

Project 1.1.1 Concurrent with the planned 2002 revisions to the Whatcom County Shoreline Management Plan, the shoreline designations for Point Roberts will be reviewed for consistency with the goals of this Sub-Area Plan.

Goal 1.2 Conserve, protect and enhance wildlife habitat and sensitive/critical areas that are unique to Point Roberts.

Policy 1.2.1 Encourage public purchase or dedication of unique and sensitive natural areas.

Policy 1.2.2 Encourage the clustering of development as a means of enhancing the effectiveness of required wildlife/habitat buffers and providing open space.

Project 1.2.1 In order to enhance the protection of existing unique environments in Point Roberts, identify all areas that have high conservation values but are not protected by existing critical area and/or environmental regulations. Prioritize the relative importance of these identified areas and seek to protect them through the establishment of conservation easements and/or acquisition.

Goal 1.3 Preserve tree cover and natural vegetation.
Policy 1.3.1 Retain native vegetation whenever possible in public projects and promote their retention in private developments.

Policy 1.3.2 Encourage the provision of street trees in public road improvement projects.

Project 1.3.1 – Develop and adopt a tree preservation and retention ordinance to be incorporated into the zoning code. The ordinance should include specific guidance on methods to be used to identify and preserve significant individual trees and groups of trees.

Project 1.3.2 – Incorporate requirements and standards into the zoning code for the provision of street trees concurrent with the establishment of new or redeveloped commercial uses in the Village Center.

Goal 1.4 Encourage private development design that serves to maintain open space and habitat preservation.

Policy 1.4.1 Encourage the development of parking designs that maximize natural open space.

Policy 1.4.2 Allow clustered residential development, revised setbacks, alterations in minimum lot sizes, deviations in required on-site parking, and rights-of-way flexibility as an incentive for the provision of additional open space areas.

Policy 1.4.3 Promote public/private partnerships to jointly create public open space.

Project 1.4.1 – Evaluate and if feasible, incorporate an open space incentive program into zoning and subdivision codes. The purpose of the incentive program should be to encourage the provision of additional open space that exceeds the existing requirements contained in the zoning, subdivision, critical area and shoreline development regulations.

Project 1.4.2 – In order to address problems associated with the configuration and orientation of the large number of undeveloped and antiquated subdivision plats in the community, evaluate and if feasible, develop an incentive program that encourages the vacation and re-platting of existing undeveloped lots and/or subdivisions.

Goal 1.5 Encourage lower-density development, open space buffers and green belts along the US/Canadian border.

Policy 1.5.1 Establish zoning that maintains lower-density residential development patterns for parcels in the immediate vicinity of the border. Permit current commercial uses in the vicinity of the border but do not allow new commercial uses in this area.

Project 1.5.1 – Through the use of innovative land use techniques such as conservation easements, open space requirements, setbacks, lot coverage limitations, selective acquisition and/or density restrictions, develop a comprehensive strategy that will preserve the existing greenbelt along the US/Canadian border.

Goal 1.6 Promote public infrastructure development that incorporates natural design features such as wetland creation/enhancement, reuse/recycling, and open space preservation.

Policy 1.6.1 Integrate open space and trail creation with planned public sewer and drainage projects.
Policy 1.6.2 Promote public sewer projects that use wetland treatment technology and/or effluent reuse and reclamation processes.

Policy 1.6.3 Promote the development of a right-of-way-based trail system in conjunction with the establishment of storm water management facilities and habitat enhancement projects.

Project 1.6.1 – Analyze options available for the provision of a wastewater system to serve the Village Center. Identify alternatives to expand the service area beyond the Village Center and evaluate the relative benefits to the community.

Goal 1.7  Encourage development which incorporates the principles of sustainability into project design and construction.

Policy 1.7.1 Seek to encourage development, which meets the needs of the present without compromising the ability of future generations to meet their own needs.

Project 1.7.1 – Revise applicable sections of the zoning and subdivision codes to include requirements that implement the following principles of sustainable site planning:

1. Proposed projects should follow the “lay of the land” and respect natural systems and historic landscapes.

2. Proposed projects should acknowledge the environmental “clues” inherent in a site, and develop in a manner that provides environmental protection and enhancement of ecological systems.

3. Proposed projects should take into account social and cultural issues and provide community amenities.

4. Proposed projects should include physical elements (structures, infrastructure, open space, etc.) that allows for “layering”. Layering is characterized by the inherent flexibility of a site plan and its potential for adaptive reuse and density changes over time without compromising the principles of sustainability. For example, a structure might initially be designed for lower density use driven by the need for on-site septic. When changes in wastewater treatment allows the structure to accommodate higher density uses, a site using the concept of sustainability would only need building modifications while a structure not employing such design flexibility would be torn down and completely rebuilt. This build, use, tear down, and rebuild cycle is the exact mentality that sustainable development and site planning is meant to alter.

5. Proposed projects should strive to ensure the reduction of energy and resource use as compared to conventional development patterns.

6. Proposed projects should encourage a sustainable and diverse economy.

Goal 1.8  Residential densities should be based on the land’s natural capacity for development, the ability to provide required public facilities/services and the preservation of Point Roberts’s community character.

Policy 1.8.1 Zoning and development regulations should be flexible to respond to changes in infrastructure capacities. Regulations should anticipate infrastructure improvements and respond when new services are available.
Policy 1.8.2 Design standards shall be used to enhance community character, preserve open space, and maximize development opportunities.

Policy 1.8.3 In areas designated Transitional, provision shall be made for sanitary sewer (community drain fields, STEP systems, etc.), cluster design for utility consolidation, open space retention, and (where feasible) pedestrian trail development.

Project 1.8.1 – Whatcom County shall develop a Transitional Zoning designation (TZ), to be included in the development regulations required to implement this Sub-Area Plan. The TZ regulations will summarize the identified Levels of Service and other standards required for higher density residential development within areas zoned Transitional. These standards shall specifically address the requirements associated with water service, sewer/STEP service, street standards, emergency, fire, medical, and police standards, transportation capacity and the provision (if necessary) for park and recreational facilities. Residential development at the Transitional higher density shall be processed administratively as a “site specific reclassification” concurrent with project approval when the specified standards are met.

Project 1.8.2 – The subdivision code should be revised to encourage residential development that maximizes the provision of open space, clusters development to consolidate utility placement, and enhances community character.

Project 1.8.3 – To allocate needed infrastructure improvement costs, Whatcom County should use, and where necessary create, methods of cost recovery including, but not limited to; Developer Contributions, Impact Fees, Local Improvement Districts, and Latecomer Agreements.

Project 1.8.4 – The Point Roberts Overlay District shall be revised to conditionally allow residential Air Parks at maximum residential density of one dwelling unit per acre.

Projects 1.8.5 – Several properties located within Point Roberts are included within the County’s Agricultural Protection Overlay (Chapter 20.38). Due to the lack of continuing or likely agricultural activity at these locations, properties located within Point Roberts shall not be subject to the provisions of this Overlay. The County shall, upon adoption of this Plan, revise all text of the APO to exclude the Point Roberts area.

GOAL 2.0 – BUILD A SENSE OF COMMUNITY

Goal 2.1 Seek to create a focused pedestrian-orientated, mixed-use Village Center on Gulf Road linking the beach to Tyee Drive.

Policy 2.1.1 Allow new residential development in the Village Center to incorporate commercial uses on the ground floor.

Policy 2.1.2 Promote retail, restaurant, office and other commercial uses that are pedestrian orientated and provide a high level of street activity.

Policy 2.1.3 Promote zero lot-line clustered development with public parking to the rear or on the side, utility consolidation, and the establishment of public open space.

Policy 2.1.4 Encourage the development of public gathering spaces and interconnected pedestrian trails within the Village Center.
**Project 2.1.1** – Investigate the creation of a Public Benefit Parking Area or other similar consolidated parking concept as a means of possibly eliminating on-site parking requirements in the Village Center.

**Project 2.1.2** – In order to promote and facilitate coordinated development and integration in the Village Center, develop a streetscape plan that specifically identifies the following:

1. Street standards including the provision and location of pedestrian amenities such as sidewalk and/or pathway configurations, street furniture and street tree species and placement.
2. Parking locations, types and signage.

**Project 2.1.3** — Develop a coordinated directional signage program, consistent with the *Point Roberts Character Plan*, to enhance wayfinding for visitors to the community. The directional signage should be located within public rights-of-way and should direct visitors to community facilities, attractions, and shopping opportunities.

**Project 2.1.43** – Revise zoning code pertaining to height limitations to allow for three-story mixed-use structures within the Village Center Zone.

**Goal 2.2**  
*Preserve and enhance a vegetated and treed entryway on Tyee Drive from the border to Benson Road. Focus automobile-oriented development on Tyee from Benson to Gulf.*

**Policy 2.2.1** Maintain and enhance setback requirements on Tyee from border to Benson.

**Policy 2.2.2** Encourage the location of public parking facilities on Tyee from Benson to Gulf with pedestrian linkages to the Village Center.

**Policy 2.2.3** Promote traffic-calming techniques on Tyee in the vicinity of Gulf.

**Project 2.2.1** – Develop and implement a streetscape improvement plan for Tyee Drive, from the border to Gulf.

**Goal 2.3**  
*Ensure that new development is established consistent with community vision and the guidance found in the Point Roberts Character Plan.*

**Policy 2.3.1** Encourage existing businesses to participate in façade improvement programs consistent with the Character Plan.

**Policy 2.3.12** Encourage new development consistent with densities included in the Optimum Land Use Map.

**Project 2.3.21** – Investigate grant funding and/or the availability of low interest loans as a means of assisting in facilitating commercial façade improvements.

**Project 2.3.32** – Conduct a subdivision plat review and where feasible, encourage the replats where contiguous ownership, small/substandard lots and underdevelopment exists.

**Goal 2.4**  
*Seek to create a variety of opportunities for community interaction and involvement through festivals and events.*

**Policy 2.4.1** Seek to promote the development of public gathering areas in Village Center commercial design.
Policy 2.4.2 Promote the development of shared public parking facilities.

Policy 2.4.3 Seek to work cooperatively with US/Canadian border officials on event/festival coordination.

Project 2.4.1 – In association with community festival planning, develop a plan for the cooperation and involvement of US and Canadian border officials related to border staffing and community event coordination.

Goal 2.5 Encourage the development of foot and bicycle paths linking the Village Center with recreational and residential areas.

Policy 2.5.1 Promote pedestrian improvements in the Gulf Road and Marine Drive rights-of-way.

Policy 2.5.2 Incorporate pathway design and connectivity in future Park improvements.

Policy 2.5.3 Encourage new residential subdivisions to provide on-site pedestrian pathways and open space corridors, which connect with existing and/or proposed community-wide corridors and pathways.

GOAL 3.0 - PROMOTE APPROPRIATE INFRASTRUCTURE & ECONOMIC DEVELOPMENT

Goal 3.1 Encourage public infrastructure development that serves to focus commercial development and utilizes current and emerging technology.

Policy 3.1.1 To facilitate higher-density mixed-use development in the Village Center and infill within surrounding residential areas, encourage the development of a wastewater and drainage system, which serves the Village Center and other residential areas.

Policy 3.1.2 To support lower-density development outside of the Village Center and established residential areas, encourage uniformity in residential zoning classifications that promote rural density or cluster development which can be more efficiently served by wastewater and drainage systems.

Project 3.1.1 – Evaluate the feasibility of establishing a centralized wastewater system through the preparation of Sewer Comprehensive Plan. Emphasis should be placed on innovative designs that maximize natural systems and lowers overall cost. This Plan will evaluate the costs, challenges, and relative merits associated with the construction of varying wastewater designs. The installation of a wastewater system, if deemed feasible, is estimated to take approximately two years and should include the following steps:

- Completion of a Sewer Comprehensive Plan
- Review by Department of Ecology
- Project Permitting (SEPA, Shorelines, etc.)
- Application for grant/loan funding.
- Administrative, legal, and public agency acceptance.
- Final design, bidding and construction

Project 3.1.2 - To encourage the replatting of existing substandard lots and subdivisions, evaluate the feasibility of limiting the initial wastewater service area to those areas with
existing higher density development and the promotion of on-site and community septic systems for those areas not initially included in the wastewater service area.

**Project 3.1.3** - Evaluate the feasibility of establishing a centralized and/or decentralized storm drainage system through the preparation of a Stormwater Comprehensive Plan. This Plan will evaluate the costs, challenges, and relative merits associated with varying storm water management strategies.

**Goal 3.2** **Support commercial development that provides recreational opportunities for residents and visitors.**

**Policy 3.2.1** Encourage passive recreational development in areas with identified unique wildlife habitat to ensure that the provision of these recreational opportunities do not adversely impact the habitat areas.

**Policy 3.2.2** Encourage recreational development that takes advantage of Point Roberts maritime setting and natural environment.

**Project 3.2.1** - Through WACERT, CERB or other financing or grant sources, design and construct a public pier. The pier should be located at the foot of Gulf, so as to provide an anchor recreational use for the Village Center.

**Goal 3.3** **Encourage the creation of bed & breakfasts, smaller hotels and lodges as a means of providing transient accommodations.**

**Policy 3.3.1** Ensure that land use zoning permits Beds & Breakfasts in residential areas.

**Policy 3.3.2** Promote mixed-use commercial development that incorporates hotel/lodges as supportive uses.

**Policy 3.3.3** Encourage live-work residential development in the Village Center.

**Goal 3.4** **Encourage the establishment of conference and convention facilities in areas where services can be provided.**

**Policy 3.4.1** Support the design of conference facilities as supporting uses at current and future recreational developments.

**Policy 3.4.2** Support the establishment of combined conference/lodging facilities.

**Goal 3.5** **Maintain and enhance community identity (Maple Beach, Marina, Golf Course, etc.) by promoting neighborhood commercial development that provides for local goods and services.**

**Policy 3.5.1** Encourage well designed residential infill development to augment the housing supply.

**Policy 3.5.2** Support appropriately scaled mixed-use development to provide neighborhood goods and services.

**Goal 3.6** **Establish concurrency provisions for infrastructure and development.**

**Policy 3.6.1** New residential subdivision development shall address the following minimum requirements consistent with existing regulations – paved streets, sidewalks and/or pedestrian
pathways, stormwater drainage control, public water supply and fire flow, traffic circulation, and recreational needs.

**Policy 3.6.2** New development and redevelopment shall provide for and/or contribute to its proportionate share of expenses associated with the establishment or maintenance of adopted Levels of Service (LOS). Adopted LOS includes streets, pedestrian circulation systems, parks, emergency services (police and fire), schools, stormwater, wastewater, and domestic water.

**Policy 3.6.3** Provision of off-site improvements shall be provided concurrent with the development of proposed projects. In the case of an approved phased development, off-site improvements and/or fair share contributions may be provided concurrent with each phase, provided that for each phase adopted Levels of Service are maintained.

**Policy 3.6.4** Development of a wastewater treatment system to serve the needs of the Small Town Commercial and Resort Commercial zones in Point Roberts shall be encouraged. In addition, extension of these services to other zones, including the Transitional Zone, shall be permitted.

**GOAL 4.0 – PROVIDE PARKS, TRAILS, RECREATIONAL OPPORTUNITIES AND OPEN SPACE**

**Goal 4.1** *Create an integrated network of multi-use trails and pathways to link public facilities, businesses, recreational opportunities, and residential areas and to provide an enhanced sense of community.*

**Policy 4.1.1** Seek to incorporate non-motorized facilities into the public rights-of-way.

**Policy 4.1.2** Encourage the creation and linkage of pedestrian trails in future commercial and residential development.

**Project 4.1.1** – Prepare a Non-Motorized Transportation Plan (NMTP) that provides guidance on the establishment of an integrated multi-use trail system to serve the community. The Plan should address specific trail routes both within existing rights-of-way and through open space areas. An ad hoc committee comprised of representatives from the Park Board, property owners, Whatcom County Parks, County Planning & Public Works staff and existing citizen groups, should guide the preparation of the NMTP. The NMTP should include a specific prioritization of trail and/or path segments to be established as well as a detailed funding strategy.

**Goal 4.2** *Provide improvements to Lighthouse, Monument, and Maple Beach Parks that balance opportunities for shoreline access with the protection of sensitive areas.*

**Policy 4.2.1** Ensure that improvements are properly scaled for each site and use environmentally friendly materials and construction techniques.

**Goal 4.3** *Ensure that future shoreline development incorporates open space preservation, public waterfront access, and pathway integration.*

**Policy 4.3.1** Seek to establish appropriate and consistent setback requirements and public access connectivity.
Goal 4.4  Seek to establish an integrated open space network through public acquisition, conservation easements and voluntary donations.

Policy 4.4.1 Encourage public infrastructure projects to incorporate open space into project design.

Policy 4.4.2 Promote future open space acquisition that link and connect existing open space.

Policy 4.4.3 Promote the voluntary donation of open space and unique wildlife habitat.

GOAL 5.0 — SUBAREA PLAN IMPLEMENTATION

Goal 5.1  Revise applicable County Codes to reflect the Goals, Policies, and Projects contained in this Plan. Revise Capital Improvement documents as applicable.

Policy 5.1.1 Review proposed development projects for adherence to the Goals and Policies of the Point Roberts Sub-Area Plan.

Project 5.1.1 – To the greatest extent possible and practicable, integrate the requirements and standards of the Point Roberts Character Plan into zoning codes.

Project 5.1.2 – Review Chapter 20.72 of the Whatcom County Zoning Code for consistency with the provisions of the revised Point Roberts Sub-Area Plan.

Project 5.1.3 – Revise Chapter 20.72 of the Whatcom County Zoning Code to permit the development of an Air Park as a conditional use at the Airport.

Project 5.1.4 – Revise the Small Town Commercial (STC) zoning classification to include the following provisions:

- Design must be in compliance with the provisions of the Point Roberts Character Plan.
- Density within the STC a maximum of 10 units per acre.
- Height limitations in compliance with the Point Roberts Character Plan.
Section 6.0

6 OPTIMUM LAND USE MAP

"Marina"
Point Roberts Community Quilt

6.1 Preparing the Optimum Land Use Map

Interpretive maps and studies were prepared to assist in identifying land use opportunities that met the vision statement identified earlier in the planning process. Through the use of map overlays existing land use patterns were discerned. Areas that were undeveloped or underdeveloped were identified, critical areas and other environmental constraints were noted, existing circulation access was established and the portions of the community which are unable to accommodate on-site septic systems were identified. In addition, land ownership and platting patterns were identified and analyzed.

An overlay analysis was performed which graphically depicted the afore-mentioned information. This information was then superimposed as a series of discrete layers. Through an analysis of areas that were characterized by the overlapping of layers of information, the relative development potential of the community could be discerned.

The results of the overlay analysis indicated those portions of Point Roberts that were best suited to development. Those areas that may be less suited for development due to the presence of critical areas, lack of existing transportation infrastructure or the inability to accommodate on-site septic systems were also noted. In addition, the overlay analysis identified opportunities to address the mosaic patterns of zoning designations through consolidation and simplification.

In preparing the overlay analysis, it became evident that prior zoning patterns responded more towards what was currently constructed and/or platted than what was in the community’s best interest. This “spot zoning” established more zoning designations than typically found in communities many times the size of Point Roberts. It became evident that a consolidation of existing designations was warranted.

The results of the overlay analysis were used to craft an Optimum Land Use Map (OLUM) for Point Roberts. The OLUM was crafted based on community involvement, environmental analysis, the goals and policies contained in this Plan and the Whatcom County Comprehensive Plan, and on a synthesis between identified land use demands, and the opportunities and restrictions identified in the overlay analysis. The purpose of the OLUM is to provide guidance for the community on not only were to grow, but how to grow. The OLUM is a visual representation of the goals, policies and projects found in this Sub-Area Plan. In keeping with the
identified vision for the community, proposed zoning includes the following eight (8) zoning designations.

6.2 Proposed Land Use Designations

6.2.1 R5A - Chapter 20.36 of the Whatcom County Zoning Code (Code). The purpose of this classification is to provide for low-density residential character. Density allocation is one dwelling unit per five acres.

6.2.2 Resort Commercial – Chapter 20.64 of the Code. The purpose of this classification is to provide land areas which through their natural and manmade attributes attract resort activities.

6.2.3 Small Town Commercial – Chapter 20.61 of the Code. The purpose of this classification is to provide limited areas for a broad range of commercial uses serving the surrounding rural trade area and out-of-area tourists.

6.2.4 Recreation Open Space – Chapter 20.44 of the Code. The purpose of this classification is to ensure the continued public provision of a variety of services, optimizing public investments, conserving recreation and open space resources, and promoting compatibility between public functions and surrounding land uses.

6.2.5 Light Impact Industrial – Chapter 20.66 of the Code. The purpose of this classification is to provide areas primarily for industrial and subordinate uses which provide support services to the area.

6.2.6 RR2 - Chapter 20.32 of the Code. The purpose of this classification is to provide for low density residential character. Density allocation is two dwelling unit per acre.

6.2.7 RRI – Chapter 20.32 of the Code. The purpose of this classification is to provide for low density residential character. Density allocation is one dwelling unit per acre.

6.2.8 Transitional – The purpose of this classification is to provide for low density residential development in areas lacking necessary infrastructure while permitting increased development density through the provision of infrastructure, cluster design, and open space allocation.

6.3 Optimum Land Use Map

See following page.
Section 7.0
7 CAPITAL FACILITIES ELEMENT

"Canadian Customs House"
Point Roberts Community Quilt

7.1 Introduction
This Capital Facilities Element (CFE) for the Point Roberts Sub-Area Plan identifies the capital improvements and services necessary to meet the goals of the Sub-Area Plan, while identifying funding to implement the planned facilities. The CFE evaluates the financial capacity of the community to provide adequate public facilities and services that have been identified to handle expected growth. Capital facilities include county administrative facilities, parks, transportation facilities, water, sewer and solid waste, fire and emergency services, and schools. As part of the Sub-Area Plan adoption, the Capital Facilities Element of the Whatcom County Comprehensive Plan is supplemented by the analysis and data contained within this element.

7.2 Goal
Capital facilities and services should be available when needed as properties within Point Roberts develop (and redevelop) consistent with the requirements of the Growth Management Act and the Whatcom County Comprehensive Plan.

7.3 Policy
Describe the services and facilities necessary to serve developable properties in Point Roberts consistent with the Levels Of Service (LOS) already established by the County in the Comprehensive Plan and identify the sources of funding and responsibility.

7.4 Growth Management Act Requirements
The Capital Facilities Plan is a mandatory component of the Comprehensive Plan. As required by the Growth Management Act, the Capital Facilities Plan must include:

- An inventory of existing public facilities;
- An identification of the public facilities that will be required during the six years following the adoption of the plan;
- The proposed location and cost of the facilities;
- A 6-year plan to finance the capital facilities that is financially feasible and identifies the expected sources of revenue; and
A requirement to modify the land use element, reduce the level of service, or reduce costs if costs exceed revenue in order to balance development with affordable facilities. See Section 7.12 for the requirement to achieve a balance between available and needed Capital Facilities consistent with RCW 36.70A.070(3)(e).

7.5 Relationship to Whatcom County Capital Facilities Element

Upon Sub-Area Plan adoption, this Capital Facilities Element is to be integrated into and become a supplement of the Whatcom County Capital Facilities Plan. In addition, this element is intended to supplement the analysis contained in the Whatcom County Capital Facilities Element. It is the intent of this element to provide greater specificity (as required) regarding the potential establishment of capital facilities in the Point Roberts Sub-Area. This Capital Facilities Element is not intended to replace the Whatcom County Capital Facilities Element, nor is it intended to alter adopted County levels of service.

7.6 Service Area Boundaries

This CFE examines the capital facility and service needs of development in the Point Roberts Sub-Area, the boundaries of which are shown on Map 10.5.

7.7 Concurrency

One of the goals of the Growth Management Act is that Capital facilities be provided concurrent with new development so that sufficient capacity is available for handling the increased population. The principle of concurrency requires that facilities to serve a development must be in place at the time of development or that there is a financial commitment to provide services in a timely manner. These public facilities must have sufficient capacity to serve growth while maintaining the established level of service for existing development.

7.8 Whatcom County Capital Facilities Requirements

Whatcom County has established levels of service for:

- Transportation facilities;
- Park facilities;
- Correction facilities; and
- Administrative facilities.

Regional facilities such as courthouses, correctional facilities and parks are a component of the County's planned population increase and are addressed accordingly. Please see Section 7.11 for an analysis of established Whatcom County levels of service.

7.9 Population Basis for Analysis

The Sub-Area Plan's population assumption is based upon Point Roberts accommodating its proportionate share of the allocated Whatcom County rural population growth. As discussed in Section 3.1.4, this anticipated increase in permanent population equals 336.

7.10 Capital Facilities Analysis Matrix

The following table (Table 9) summarizes the anticipated capital facility requirements necessary to serve anticipated growth within the Sub-Area during the next 6 years. Improvements to be
located in the Sub-Area that are already included in the County’s Capital Facilities Element and/or Capital Improvement Program which are still applicable are not repeated in this Element. In addition, Whatcom County will continue to provide services countywide based on anticipated population growth as analyzed in the Comprehensive Plan.

<table>
<thead>
<tr>
<th>Capital Facilities Project Description</th>
<th>Anticipated Year</th>
<th>Cost</th>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ROADS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Village Center Streetscape Improvements (Phase I) Street trees; Pedestrian facilities (sidewalks, trails, street furniture, etc.); Street lighting.</td>
<td>2002</td>
<td>$250,000</td>
<td>Developer contributions; LID or Latecomer Fees; State and Federal Grants; County funding per TIP.</td>
</tr>
<tr>
<td><strong>WASTEWATER</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepare Feasibility Study</td>
<td>2001</td>
<td>$50,000</td>
<td>DOE Grant; Point Roberts Water District No. 4; Developer contributions.</td>
</tr>
<tr>
<td><strong>WATER</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>OTHER</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 7.11 Whatcom County Level of Services

Whatcom County will continue to provide regional services to Point Roberts based on the Level of Service described in the Comprehensive Plan. Required capital facilities due to anticipated growth in the Sub-Area are analyzed in Table 10.

<table>
<thead>
<tr>
<th>Capital Facility Type</th>
<th>LOS Standard</th>
<th>Residential Impact</th>
<th>Non Residential Impact</th>
<th>Funding Source</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PARK FACILITIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Developed Parks</td>
<td>9.6 acres per 1,000 population</td>
<td>No additional impact</td>
<td>LOS based on population; no additional impacts are calculated</td>
<td>See County Comprehensive Plan Six Year Capital Improvement Program (CIP) page F-3 through F-4</td>
<td>See CIP page F-4</td>
</tr>
<tr>
<td>Trails</td>
<td>0.75 of a mile per 1,000 population</td>
<td>No additional impact</td>
<td>LOS based on population; no additional impacts are calculated</td>
<td>See CIP page F-5 through F-6</td>
<td>See CIP page F-6</td>
</tr>
<tr>
<td>Activity Centers</td>
<td>Six centers per 100,000 population</td>
<td>No additional impact</td>
<td>LOS based on population; no additional impacts are calculated</td>
<td>See CIP page F-7 through F-8</td>
<td>None</td>
</tr>
<tr>
<td><strong>CORRECTION FACILITIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jails</td>
<td>1.42 beds per 1,000 population</td>
<td>No additional impact</td>
<td>LOS based on population; no additional impacts are calculated</td>
<td>See CIP page F-17 through F-18</td>
<td>See CIP page F-18</td>
</tr>
</tbody>
</table>
## Administrative Facilities

<table>
<thead>
<tr>
<th>Capital Facility Type</th>
<th>LOS Standard Per Capita</th>
<th>Residential Impact</th>
<th>Non-Residential Impact</th>
<th>Funding Source</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Juvenile Detention</td>
<td>0.165 beds per 1,000 population</td>
<td>No additional impacts</td>
<td>LOS based on population; no additional impacts are calculated</td>
<td>See CIP page F-19</td>
<td>None</td>
</tr>
<tr>
<td><strong>Office Space</strong></td>
<td>0.51 sq. ft. per capita</td>
<td>No additional impacts</td>
<td>LOS based on population; no additional impacts are calculated</td>
<td>See CIP page F-9 through F-11</td>
<td>See CIP page F-10</td>
</tr>
<tr>
<td>Maintenance and Operations</td>
<td>0.41 sq. ft. per capita</td>
<td>No additional impacts</td>
<td>LOS based on population; no additional impacts are calculated</td>
<td>See CIP page F-13</td>
<td>None</td>
</tr>
<tr>
<td>Sheriff's Office</td>
<td>0.26 sq. ft. per capita</td>
<td>No additional impacts</td>
<td>LOS based on population; no additional impacts are calculated</td>
<td>See CIP page F-14</td>
<td>See CIP page F-14</td>
</tr>
<tr>
<td>Office Space (serves entire County)</td>
<td>0.71 sq. ft. per capita</td>
<td>No additional impacts</td>
<td>LOS based on population; no additional impacts are calculated</td>
<td>See CIP page F-9 through F-10</td>
<td>See CIP page F-10</td>
</tr>
<tr>
<td>Sheriff Emergency Operations</td>
<td>0.011 sq. ft. per capita</td>
<td>No additional impacts</td>
<td>LOS based on population; no additional impacts are calculated</td>
<td>See CIP page F-15 through F-16</td>
<td>See CIP page F-16</td>
</tr>
</tbody>
</table>

1 The residential impact that is assessed in this Capital Facilities Element (CFE) is based on the net increase over the population previously analyzed in the Whatcom County Comprehensive Plan. The total population anticipated in the twenty year planning horizon has been reduced to a per-year (straight line) basis for the purposes of this CFE. Should growth occur more rapidly than anticipated, this CFE shall be revised and amended during the annual Comprehensive Plan Amendment Process.

### 7.12 Available Revenues and Capital Facilities to Support Land Use

If the projected revenue sources and funding turn out to be inadequate to finance the needed Capital Facilities for the Sub-Area Plan, based upon adopted levels of service, then the County will make adjustments to the level of service, the land use element, the source of revenue or any combination thereof, to achieve a balance between available revenue and needed Capital Facilities consistent with the requirements of RCW 36.70A.070(3)(e).

### 7.13 Point Roberts Utilities Element

The Growth Management Act requires a Utilities Element which outlines the general location and capacities of existing utilities, including electrical lines, telecommunications lines and natural gas lines. The existing facilities in Point Roberts are described in the County Comprehensive Plan.

**Electricity**

Electrical power is provided by Puget Sound Energy who in turn purchases electricity from BC Hydro.
Natural Gas
Natural gas is not available in Point Roberts.

Telephone
Telephone service (land lines) is provided by Whidbey Telephone via underground cables.

Water
Points Roberts Water District No. 4 is the primary supplier for drinking water in Point Roberts. The District purchases its water from the greater Vancouver Water District (GVWD), which draws its water from three protected source lakes: Lakes Seymour, Capilano and Coquitlam. Point Roberts main supply comes from the Lake Seymour facility. The water is drawn from the Pebble hill Reservoir located in Tsawwassen, BC and distributed through the districts system to consumers.

The GVWD water contract allows a maximum usage of 840,000 gallons per day for Point Roberts. Through the Point Roberts Comprehensive Water System Plan (completed in September of 1999) the Washington State Department of Health has approved up to 2,048 connections to the system (based on an approved 410 gallons per day per connection). There are presently approximately 1,825 connections, leaving approximately 223 new available connections.

The Point Roberts Water District has been installing 20 to 25 new water connections per year over the last several years (see Table 4). The District, therefore, believes that it has sufficient near-term capacity to service anticipated development.

Additional capacity outside of the current planning horizon has been identified as either requiring a modification of the design and operation of the existing 2.5 million gallon reservoir to modulate peak demand or a revision to the GVWD contract. The Point Roberts Water District has no plans for modification to the reservoir or an amendment to the water supply contract.

Wastewater Treatment
Individual septic systems serve much of Point Roberts. The exception is the community septic system, managed by the Water District, for the Marina.

Stormwater Management
Surface drainage occurs through natural gullies and open drainage ditches in the upland areas and through a ditch network in the lowlands.

Solid Waste
Curbside solid waste and recycling services are provided by Point Roberts Recycling and Refuse.

Television
Cable TV and internet service is provided by Delta Cable.
Section 8.0
8—IMPLEMENTING THE SUB-AREA PLAN

8.1-Design Guidelines

8.1.1—Point-Roberts Character Plan

The Point-Roberts Character Plan (Character Plan), revised in 1999 and adopted by the Whatcom County Council through Ordinance 99-073, establishes preferred architectural design elements for commercial development within Point Roberts. In addition, it establishes landscaping, lighting, parking, and informational signage standards.

The Character Plan is hereby made a part of and integral to this revision of the Point Roberts Sub-Area Plan. The design elements contained in the Character Plan are intended to apply to future development within all commercial and institutional zones (see Section 6.2.3 Small-Town Commercial and Section 6.3 Optimum Land Use Map). The complete text of the Character Plan is found on the following pages.
9.18.1 Build-Out Analysis

Population build-out was calculated given two parameters – current zoning (See map Section 9.4) and proposed zoning (See map Section 9.5). Additionally both current and proposed zoning build-out was estimated with and without infrastructure necessary to support higher density.

Given current zoning, build-out totals either 13,100 people (assuming public water and sewer was available) or 3,332 people (assuming water is available but public sewer is not). See Table 11 for calculations. Section 8.1.1 details the parcel-specific information used to calculate these two different development densities.

Given proposed zoning, build-out totals either 9,304 people (assuming public water and sewer/STEP was available) or 2,337 people (assuming water is available but public sewer is not). See Table 12 for calculations. Section 8.1.2 details the parcel-specific information used to calculate these two different development densities.

9.18.1.1 Analysis – Current Zoning

<table>
<thead>
<tr>
<th>Zoning Designations</th>
<th>Scenario A Assumes Public Water &amp; Sewer</th>
<th>Scenario B Assumes Public Water with No Sewer</th>
</tr>
</thead>
<tbody>
<tr>
<td>GC</td>
<td>803</td>
<td>152</td>
</tr>
<tr>
<td>RC</td>
<td>3,021</td>
<td>238</td>
</tr>
<tr>
<td>URM6</td>
<td>224</td>
<td>17</td>
</tr>
<tr>
<td>UR4</td>
<td>1,209</td>
<td>259</td>
</tr>
<tr>
<td>UR3</td>
<td>2,454</td>
<td>460</td>
</tr>
<tr>
<td>R5A</td>
<td>99</td>
<td>96</td>
</tr>
<tr>
<td>R10A</td>
<td>54</td>
<td>53</td>
</tr>
<tr>
<td>Sub-total Dwelling Units</td>
<td>7,864</td>
<td>1,275</td>
</tr>
<tr>
<td>Less Reductions @ 15%</td>
<td>-1,180</td>
<td>-191</td>
</tr>
<tr>
<td>Sub-total Dwelling Units</td>
<td>6,684</td>
<td>1,084</td>
</tr>
<tr>
<td>Less Market Factor @ 25%</td>
<td>-1,671</td>
<td>-271</td>
</tr>
<tr>
<td>Net Dwelling Units</td>
<td>5,013</td>
<td>813</td>
</tr>
<tr>
<td>Average Population per DU</td>
<td>2.21</td>
<td>2.21</td>
</tr>
<tr>
<td>Total Additional Population @ Buildout</td>
<td>11,679</td>
<td>1,796</td>
</tr>
</tbody>
</table>
9.1.28 Analysis – Proposed Zoning

Table 12. Proposed Zoning

<table>
<thead>
<tr>
<th>Zoning Designations</th>
<th>Scenario A Assumest Public Water &amp; Sewer/STEP</th>
<th>Scenario B Assumes Public Water with No Sewer</th>
</tr>
</thead>
<tbody>
<tr>
<td>GC</td>
<td>22</td>
<td>3</td>
</tr>
<tr>
<td>RC</td>
<td>3,775</td>
<td>271</td>
</tr>
<tr>
<td>STC</td>
<td>812</td>
<td>129</td>
</tr>
<tr>
<td>RR1</td>
<td>1,004</td>
<td>662</td>
</tr>
<tr>
<td>RR2</td>
<td>484</td>
<td>200</td>
</tr>
<tr>
<td>TZ</td>
<td>895</td>
<td>265</td>
</tr>
<tr>
<td>RSA</td>
<td>132</td>
<td>129</td>
</tr>
<tr>
<td>Sub-total Dwelling Units</td>
<td>6,604</td>
<td>1,659</td>
</tr>
<tr>
<td>Less Reductions @ 15%</td>
<td>-91</td>
<td>-249</td>
</tr>
<tr>
<td>Sub-total Dwelling Units</td>
<td>5,613</td>
<td>1,410</td>
</tr>
<tr>
<td>Less Market Factor @ 25%</td>
<td>-1,430</td>
<td>-353</td>
</tr>
<tr>
<td>Net Dwelling Units</td>
<td>4,201</td>
<td>1,058</td>
</tr>
<tr>
<td>Average Population per DU</td>
<td>2.21</td>
<td>2.21</td>
</tr>
<tr>
<td>Total Additional Population @ Buildout</td>
<td>9,304</td>
<td>2,337</td>
</tr>
</tbody>
</table>

9.28.2 Population Projections

The following population projections were taken from the 1997 Whatcom County Comprehensive Plan – Section 1-8, Table 3.

Table 13. Population Projections

<table>
<thead>
<tr>
<th>Year</th>
<th>Point Roberts</th>
<th>Whatcom County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1950</td>
<td>267</td>
<td>66,733</td>
</tr>
<tr>
<td>1960</td>
<td>232</td>
<td>70,317</td>
</tr>
<tr>
<td>1970</td>
<td>326</td>
<td>81,983</td>
</tr>
<tr>
<td>1980</td>
<td>461</td>
<td>106,700</td>
</tr>
<tr>
<td>1990</td>
<td>916</td>
<td>127,780</td>
</tr>
<tr>
<td>1995</td>
<td>1,050</td>
<td>148,300</td>
</tr>
<tr>
<td>Forecast</td>
<td>1,319</td>
<td>220,366</td>
</tr>
</tbody>
</table>

9.38.3 Results of Workshops – Alternatives Considered

Various group activities were conducted throughout the Sub-Area planning process. The results of these facilitated activities provided a background for the discussions that resulted in the Sub-Area Vision, Goals, Policies, and Projects. Detailed below are the results of the activities.

9.3.18.3.1 Meeting of September 21, 2000

Activity 1 – Participants were asked to list current “Opportunities” for Point Roberts and current “Issues”.

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Activity 2 – Participants were then given an opportunity to “vote” for their highest ranked (i.e. most important) Opportunity and Issue. Note: Number of votes received is in parenthesis.

<table>
<thead>
<tr>
<th>Opportunities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trail System &amp; Greenbelts</td>
</tr>
<tr>
<td>Committee to Rebuild Lighthouse</td>
</tr>
<tr>
<td>Fishing Pier</td>
</tr>
<tr>
<td>Heron Rookery / Bird Sanctuary</td>
</tr>
<tr>
<td>Historical Museum</td>
</tr>
<tr>
<td>Natural Beauty “End of Road”</td>
</tr>
<tr>
<td>Marina &amp; Airport</td>
</tr>
<tr>
<td>School Turnout Bus</td>
</tr>
<tr>
<td>(2) PACE Program</td>
</tr>
<tr>
<td>(2) Quality of life</td>
</tr>
<tr>
<td>(1) Tourism</td>
</tr>
<tr>
<td>(1) Character Plan</td>
</tr>
<tr>
<td>(1) Tree Preservation</td>
</tr>
<tr>
<td>(1) Shape Roads to Avoid Trees</td>
</tr>
<tr>
<td>(1) Shoreline Road ends</td>
</tr>
<tr>
<td>(1) Amount of Linear Shoreline</td>
</tr>
<tr>
<td>(1) Golf Course</td>
</tr>
<tr>
<td>(1) Whale Watching</td>
</tr>
<tr>
<td>(1) Trails With Storm water System</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Issues</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) America Surrounded By Canada</td>
</tr>
<tr>
<td>(1) Access Economics</td>
</tr>
<tr>
<td>(3) Enforcement</td>
</tr>
<tr>
<td>(1) Kids Move Away After School</td>
</tr>
<tr>
<td>(1) Job’s - Economic Development</td>
</tr>
<tr>
<td>(1) Recreation for Teens</td>
</tr>
<tr>
<td>(2) Uncertainty Trees/Natural Environment</td>
</tr>
<tr>
<td>(2) Zoning Uncertainty</td>
</tr>
<tr>
<td>(2) “Gridism” - Straight Roads</td>
</tr>
<tr>
<td>(2) Privatization of the Waterfront</td>
</tr>
<tr>
<td>(2) Access to Beach</td>
</tr>
<tr>
<td>(2) Gravel Pit</td>
</tr>
<tr>
<td>(2) Population Comes &amp; Goes (Seasonal)</td>
</tr>
<tr>
<td>(2) Growth</td>
</tr>
<tr>
<td>(2) Medical Services - Clinic</td>
</tr>
<tr>
<td>(2) Return on Taxes</td>
</tr>
<tr>
<td>(2) Border</td>
</tr>
</tbody>
</table>

9.3.28.3 Meeting of October 20, 2000

Activity I – Participants were asked how to describe Point Roberts to a first-time visitor. The following list ensued.

Heaven on Earth
Natural Beauty
The “Other San Juan Island
A Happening
A Village
A Diverse Community
A “Gated” Community
Currently “Distressed”
Next to a Major Metropolitan Area
The Pearl of the Northwest
Unique Geographical Isolation
Canadian Influence
Something for Everybody
Good Security/Safety
Big Boating/Water Sport Area
Clamming/Crabbing
Beach Combing
Whale Watching
Warm Swimming
Significant Bird Population
New Golf Course
Rural Area Next to Major City
Weather – More Sun, Less Rain
Live Here by Choice
Kayaking
Quiet Community
Clean Air/Sunshine
Outdoor Activities
Arts and Crafts Community
Diverse Housing Types
Different/Unique History
Economy Beginning to Grow

Diverse Geography

Activity 2 – Participants were asked to list all potential issues and opportunities facing Point Roberts in the future.

<table>
<thead>
<tr>
<th>sewer System Need</th>
<th>Airport/Pier Development</th>
</tr>
</thead>
<tbody>
<tr>
<td>Isolation from Medical/County Services</td>
<td>Lack of Medical Facility</td>
</tr>
<tr>
<td>Enforcement of Laws/Regulations</td>
<td>Economic Opportunities</td>
</tr>
<tr>
<td>Border Issues</td>
<td>Pressure on Forested Lands</td>
</tr>
<tr>
<td>Water Availability &amp; Connections</td>
<td>Splintered Community</td>
</tr>
<tr>
<td>Growth Pressures</td>
<td>Losing Touch w/Neighbors</td>
</tr>
<tr>
<td>Sustainable Growth/Development</td>
<td>Natural Gas</td>
</tr>
<tr>
<td>Youth/Adult Recreational Facilities</td>
<td>Family Wage Jobs</td>
</tr>
<tr>
<td>Natural Limitations on Growth</td>
<td>Balancing Diversity in PR</td>
</tr>
<tr>
<td>Building Community</td>
<td>Lack of Public Dialog</td>
</tr>
<tr>
<td>Telephone Issues</td>
<td>Trails/Access to Public Lands</td>
</tr>
<tr>
<td>Finding Things to Bring Us Together</td>
<td>Long Way to Bellingham</td>
</tr>
<tr>
<td>Tourism/Beach Draw/Marina</td>
<td>Losing the Rural Character</td>
</tr>
<tr>
<td>Lack of Accommodations</td>
<td>Impact on Wildlife</td>
</tr>
<tr>
<td>Economic Development</td>
<td>Growth Not Benefiting Local</td>
</tr>
<tr>
<td>Ferry Service</td>
<td>Lacking Enough People/Mass</td>
</tr>
<tr>
<td>Lack of Services for Locals</td>
<td>Beautification/Utility Loc.</td>
</tr>
<tr>
<td>High Tech Development</td>
<td>Needs of Seniors</td>
</tr>
<tr>
<td>Return on Taxes Paid</td>
<td>Dev of Shared Vision</td>
</tr>
<tr>
<td>School Past Grade Three</td>
<td>Lack of Local Political Rep.</td>
</tr>
<tr>
<td>Competing Needs of FT/PT Residents</td>
<td>Lighthouse Park</td>
</tr>
</tbody>
</table>

Activity 3 – Participants were asked to rank, using three sticky-dots, the items of highest priority. The following vote totals resulted:

<table>
<thead>
<tr>
<th>Issues and Opportunities Chosen</th>
<th>Number of Dots</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer System Need</td>
<td>17</td>
</tr>
<tr>
<td>Sustainable Growth/Development</td>
<td>10</td>
</tr>
<tr>
<td>Airport/Pier Development</td>
<td>10</td>
</tr>
<tr>
<td>Enforcement of Laws/Regulations</td>
<td>5</td>
</tr>
<tr>
<td>Economic Development</td>
<td>5</td>
</tr>
<tr>
<td>High Tech Development</td>
<td>5</td>
</tr>
<tr>
<td>Losing the Rural Character</td>
<td>5</td>
</tr>
<tr>
<td>Lack of Accommodations</td>
<td>4</td>
</tr>
<tr>
<td>Development of a Shared Vision</td>
<td>4</td>
</tr>
<tr>
<td>Natural Limitations on Growth</td>
<td>3</td>
</tr>
<tr>
<td>Trails/Access to Public Lands</td>
<td>3</td>
</tr>
<tr>
<td>Telephone Issues</td>
<td>2</td>
</tr>
<tr>
<td>Finding Things to Bring Us Together</td>
<td>2</td>
</tr>
<tr>
<td>Tourism/Beach Draw/Marina</td>
<td>2</td>
</tr>
<tr>
<td>School Past Grade Three</td>
<td>2</td>
</tr>
<tr>
<td>Lack of Economic Opportunities</td>
<td>2</td>
</tr>
<tr>
<td>Isolation from Medical/County Services</td>
<td>1</td>
</tr>
<tr>
<td>Border Issues</td>
<td>1</td>
</tr>
<tr>
<td>Water Availability &amp; Connections</td>
<td>1</td>
</tr>
<tr>
<td>Youth/Adult Recreational Facilities</td>
<td>1</td>
</tr>
<tr>
<td>Ferry Service</td>
<td>1</td>
</tr>
<tr>
<td>Return on Taxes Paid</td>
<td>1</td>
</tr>
<tr>
<td>Lack of Medical Facility</td>
<td>1</td>
</tr>
</tbody>
</table>

53
9.3.3 Meeting of October 21, 2000

Activity 1 - A series of five different future development alternatives were then presented to the community members. Each alternative included a narrative of the development outcomes that would be experienced and a map of the probable development patterns. Following the presentation, the audience was broken into four groups and asked to discuss and "grade" each alternative. The five alternatives were:

Alternative 1 Point Roberts Today and Tomorrow – This alternative represented a continuation of the current development patterns.

Alternative 2 Finding a Center – This alternative stressed the development of a focused mixed-use village center.

Alternative 3 Destination Point Roberts – This alternative was centered in the creation of convention and conference facilities and the multi-day visitor.

Alternative 4 Cluster and Connect Point Roberts – This alternative saw the creation of multiple, small, scattered commercial areas.

Alternative 5 Art, Culture, and Recreation at Point Roberts – This alternative stressed the day-visitor by creating festivals and events.

The combined community “grade” for each of the alternatives was as follows:

<table>
<thead>
<tr>
<th>Grading Categories</th>
<th>Today &amp; Tomorrow</th>
<th>Finding a Center</th>
<th>Destination Pt Roberts</th>
<th>Cluster &amp; Connect</th>
<th>Art, Culture &amp; Recreation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintains and/or Contributes to Community Character</td>
<td>C+</td>
<td>B+</td>
<td>C+</td>
<td>C</td>
<td>B+</td>
</tr>
<tr>
<td>Fosters Appropriate Economic Development</td>
<td>C+</td>
<td>B</td>
<td>C+</td>
<td>D+</td>
<td>B+</td>
</tr>
<tr>
<td>Preserves Natural Systems &amp; Protects the Environment</td>
<td>D-</td>
<td>C+</td>
<td>C+</td>
<td>D+</td>
<td>C+</td>
</tr>
<tr>
<td>Provides Goods &amp; Services Needed in the Community</td>
<td>C</td>
<td>B+</td>
<td>B-</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Provides and/or Enhances Recreational Opportunities</td>
<td>C-</td>
<td>C+</td>
<td>B+</td>
<td>C+</td>
<td>B+</td>
</tr>
<tr>
<td>Contributes to the Diversity of the Community</td>
<td>C+</td>
<td>C+</td>
<td>B+</td>
<td>C</td>
<td>B+</td>
</tr>
</tbody>
</table>

Final Grade

C | B | B- | C | B

54
Activity 2 - Participants were again broken into four groups and asked to draw a new land use map. These maps could include any of the elements of the prior alternative maps or new elements agreed to by the group. Following this activity, a representative of the group presented each of the four new maps to the audience.

The following common themes were noted in all of the four new alternatives:

- A focused town center on Gulf Road extending from Tyee Drive to beach
- Additional facilities/services at Lighthouse Park
- Community events to draw day time and overnight visitors
- Trails, bicycle paths and open space
- Protection of tree cover and wildlife habitat
- Additional recreational facilities and support services near Lighthouse Park, Maple Beach, the new golf course/Monument Park, Lily Point and the Marina.

Additional ideas proposed by one or more of the groups include:

- Maintaining a vegetated corridor and discouraging additional commercial development along Tyee Drive near the US/Canadian border
- Encourage infill of automobile-orientated businesses (grocery stores, gas stations, lumber stores, etc.) along Tyee Drive
- Encourage infill of pedestrian-orientated businesses (retail shops, restaurants, galleries, etc.) on Gulf Road near the Community Center
- Develop parking areas on Gulf Road for shoppers and community events
- Encourage non-retail (offices, light assembly, etc.) businesses to locate on the edge of the new pedestrian-orientated mixed-use focused town center
- Encourage bed and breakfast and small lodges for overnight guests
- Cluster new residential development in areas where services can be provided

9.48.4 Rules of Conduct & Social Contract

The following Rules of Conduct & Social Contract was adopted by the Steering Committee at the onset of the Sub-Area planning process:

Membership and Procedures

- The Sub-Area Plan Steering Committee shall be appointed by the County Council. The Steering Committee may elect a chairperson, or co-chairpersons.
- The meetings of the Steering Committee shall be called to order and facilitated by the consultant.
- Meetings of the Steering Committee shall be held consistent with the attached schedule.
- Public attendance is always welcome at all meetings of the Steering Committee; however, public testimony will not be taken at all meetings. Written comment is always welcome.
- Whenever possible, consensus based decision making will be utilized. If consensus is not possible due to time constraints, a forced-choice methodology based on agreed-
upon evaluation criteria will be used. Evaluation criteria shall be approved by a majority of the Steering Committee.

Rules of Conduct – Steering Committee Members

- Opinions and points of view offered by Steering Committee members and the public shall be considered and discussed in a respectful manner.

- Steering Committee members agree to consider both the best interests of the community and the rights of property owners prior to making any recommendations or decisions.

- Members agree to attend all meetings of the Steering Committee. In the event of illness or unavoidable scheduling conflicts, members are encouraged to provide written comments regarding pending discussion items prior to the meeting for distribution. In addition, members acknowledge that it is their responsibility to review the results of the discussion which occurred in their absence. In all circumstances, members agree to refrain from “second guessing” or revisiting decisions and/or recommendations which were made at meetings for which they were absent.

- Members agree to participate in a truthful and constructive manner.

- Members agree to fully express their concerns regarding issues and/or procedures in a timely manner. Members agree not to “collect” their grievances and/or concerns and “unload” them at a later date.

- Members agree to respect the role of the facilitator.

Rules of Conduct – Consultant

- The consultant agrees to act as a fair and impartial facilitator. The consultant shall strive to avoid pre-judgment on issues.

- The consultant agrees to fully implement to the best of their ability the intent and direction of the Steering Committee.

- The consultant agrees to provide technical expertise and recommendations based on their professional training and experience as required.

- The consultant, consistent with their professional code of ethics, shall work in the public interest.

- The consultant shall submit work products in a timely manner.

I have reviewed these rules of conduct and social contract and agree to abide by them.

Steering Committee Members:

Syd Wallace

Michael Rosser

Irene Waters

56
Shelly Damewood
Frank Ney
Jim Julius

Consultant
Rick Sepler
Greg Young
Section 10.0
109_MAPS

"Lily Point"
Point Roberts Community Quilt

10.19.1 Topography Map
10.29.2 Sensitive Areas Map
10.39.3 Transportation Map
10.49.4 Existing Land Use Map
10.59.5 Proposed Land Use Map
Section 11.0

11.10 SUPPORTING DATA

"Point Roberts – Something Special"
Point Roberts Community Quilt

11.110.1 Point Roberts Border Crossings

Point Roberts Washington
US/Canada Border Crossings
1986 Through 2000

Note: figures compiled using federal calendar (Oct. – Sept.)
Source: U.S. Customs, Blaine WA
Note: September 2000 figures assumed, data not available
### 11.210.2 Tax Assessed Valuation – Point Roberts, City of Blaine, Birch Bay Water & Sewer District, and Whatcom County Fire District No. 13

**Table 15. Tax Assessed Valuation – Point Roberts, City of Blaine, Birch Bay Water & Sewer District, and Whatcom County Fire District No. 13**

<table>
<thead>
<tr>
<th>POINT ROBERTS</th>
<th>100% Valuation</th>
<th>New Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1991 AV $ 178,679,438</td>
<td>$ 4,341,420</td>
<td></td>
</tr>
<tr>
<td>1992 AV $ 181,034,177</td>
<td>$ 1,993,130</td>
<td></td>
</tr>
<tr>
<td>1993 AV $ 185,592,504</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>1994 AV $ 277,639,303</td>
<td>$ 11,389,855</td>
<td></td>
</tr>
<tr>
<td>1995 AV $ 279,316,206</td>
<td>$ 1,789,835</td>
<td></td>
</tr>
<tr>
<td>1996 AV $ 281,011,580</td>
<td>$ 1,685,110</td>
<td></td>
</tr>
<tr>
<td>1997 AV $ 279,834,824</td>
<td>$ 1,912,020</td>
<td></td>
</tr>
<tr>
<td>1998 AV $ 245,134,010</td>
<td>$ 2,335,540</td>
<td></td>
</tr>
<tr>
<td>1999 AV $ 246,703,274</td>
<td>$ 2,570,895</td>
<td></td>
</tr>
<tr>
<td>2000 AV $ 248,091,883</td>
<td>$ 2,328,080</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BIRCH BAY WATER &amp; SEWER²</th>
<th>100% Valuation</th>
<th>New Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1991 AV $ 227,365,664</td>
<td>**</td>
<td></td>
</tr>
<tr>
<td>1992 AV $ 237,200,636</td>
<td>**</td>
<td></td>
</tr>
<tr>
<td>1993 AV $ 245,595,510</td>
<td>**</td>
<td></td>
</tr>
<tr>
<td>1994 AV $ 412,070,222</td>
<td>**</td>
<td></td>
</tr>
<tr>
<td>1995 AV $ 423,517,432</td>
<td>**</td>
<td></td>
</tr>
<tr>
<td>1996 AV $ 414,403,591</td>
<td>**</td>
<td></td>
</tr>
<tr>
<td>1997 AV $ 420,878,624</td>
<td>**</td>
<td></td>
</tr>
<tr>
<td>1998 AV $ 440,530,258</td>
<td>**</td>
<td></td>
</tr>
<tr>
<td>1999 AV $ 450,697,906</td>
<td>**</td>
<td></td>
</tr>
<tr>
<td>2000 AV $ 473,708,804</td>
<td>**</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY OF BLAINE</th>
<th>100% Valuation</th>
<th>New Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1991 AV $ 197,893,150</td>
<td>$ 14,773,610</td>
<td></td>
</tr>
<tr>
<td>1992 AV $ 216,560,177</td>
<td>$ 15,232,485</td>
<td></td>
</tr>
<tr>
<td>1993 AV $ 230,180,045</td>
<td>$ 8,765,350</td>
<td></td>
</tr>
<tr>
<td>1994 AV $ 304,465,767</td>
<td>$ 12,758,779</td>
<td></td>
</tr>
<tr>
<td>1995 AV $ 313,805,516</td>
<td>$ 11,656,785</td>
<td></td>
</tr>
<tr>
<td>1996 AV $ 330,089,526</td>
<td>$ 15,807,080</td>
<td></td>
</tr>
<tr>
<td>1997 AV $ 353,318,169</td>
<td>$ 5,556,955</td>
<td></td>
</tr>
<tr>
<td>1998 AV $ 374,281,133</td>
<td>$ 13,023,180</td>
<td></td>
</tr>
<tr>
<td>1999 AV $ 385,315,071</td>
<td>$ 9,722,615</td>
<td></td>
</tr>
<tr>
<td>2000 AV $ 400,985,634</td>
<td>$ 9,743,475</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FIRE DISTRICT #13³</th>
<th>100% Valuation</th>
<th>New Construction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1991 AV $ 323,724,490</td>
<td>$ 12,638,030</td>
<td></td>
</tr>
<tr>
<td>1992 AV $ 338,298,322</td>
<td>$ 12,078,425</td>
<td></td>
</tr>
<tr>
<td>1993 AV $ 355,665,172</td>
<td>$ 14,489,384</td>
<td></td>
</tr>
<tr>
<td>1994 AV $ 583,971,007</td>
<td>$ 32,294,638</td>
<td></td>
</tr>
<tr>
<td>1995 AV $ 601,582,843</td>
<td>$ 17,305,510</td>
<td></td>
</tr>
<tr>
<td>1996 AV $ 601,478,039</td>
<td>$ 7,361,400</td>
<td></td>
</tr>
<tr>
<td>1997 AV $ 597,439,119</td>
<td>$ 8,715,090</td>
<td></td>
</tr>
<tr>
<td>1998 AV $ 633,698,245</td>
<td>$ 19,804,758</td>
<td></td>
</tr>
<tr>
<td>1999 AV $ 653,481,122</td>
<td>$ 13,552,355</td>
<td></td>
</tr>
<tr>
<td>2000 AV $ 672,892,984</td>
<td>$ 16,833,295</td>
<td></td>
</tr>
</tbody>
</table>

---

³ Water/Sewer Districts are set up for their funding such that new construction is not an amount specifically used in their levy calculations. Therefore, there is no new construction dollar amount listed.

⁴ Be aware that the valuation listed is not necessarily every parcel within the boundaries of the fire district. Parcels within the fire district boundary which have no improvements or improved acreage do not pay the fire district levy.

Source: Whatcom County Assessor
Chapter 20.72 POINT ROBERTS SPECIAL DISTRICT

(Showing proposed amendments incorporated from the to-be-repealed Point Roberts Character Plan)

Sections:

20.72.010 Purpose.
20.72.020 Application.
20.72.022 Area and applicability.
20.72.050 Permitted uses.
20.72.100 Accessory uses.
20.72.130 Administrative approval uses.
20.72.150 Conditional uses.
20.72.200 Prohibited uses.
20.72.250 Minimum lot size.
20.72.260 Maximum density.
20.72.270 Subdivision requirements.
20.72.400 Height limitations.
20.72.650 Development criteria.
20.72.651 Facility design.
20.72.652 Archaeological resources.
20.72.653 Tree canopy retention. (Adopted by reference in WCCP Chapter 2.)
20.72.654 Site design/view corridors.
20.72.655 Public restrooms and trash facilities.
20.72.656 Vehicular access.
20.72.657 Non-vehicular access.
20.72.658 Drainage.
20.72.659 Parking.
20.72.670 Signs.

20.72.010 Purpose.
Point Roberts is a unique area of Whatcom County because of its relatively small size, its mixed development character, its relative isolation and the constraints on normal growth patterns caused by the impact of access only via an international border crossing. This geographic isolation from the remainder of Whatcom County complicates the direct application of other zone districts within this title. Point Roberts is considered a limited area of more intense rural development, being clearly bounded by the border and marine environment. However, within these boundaries are zoning districts allowing a variety of development intensities. Proposed changes in uses or lots, and new proposed uses, must be consistent with rural land use as set forth in the Comprehensive Plan.

The Point Roberts Special District is an overlay zone which imposes additional controls and creates opportunities not available in the underlying zone districts to fit the needs of Point Roberts. This district
is designed to protect the rural character of Point Roberts while allowing opportunities for community
growth and self-reliance.

20.72.020 Application.

20.72.022 Area and applicability.
The Point Roberts Special District is an overlay zone which covers the entire geographic area of Point
Roberts. Any regulations contained herein which are more restrictive than those in the underlying zone
districts or in the Shoreline Management Program shall apply. Opportunities, or lesser restrictions, shall
also override the requirements of the underlying zone. However, if the provisions of this chapter conflict
with the provisions of the Shoreline Management Program, then the most restrictive shall apply.

20.72.030 Review of permit applications by the Point Roberts Community Advisory Committee.
(A) The Point Roberts Community Advisory Committee (PRCAC) is a local body advisory to Whatcom
County through the office of the Whatcom County Executive and of the Whatcom County Council.
(B) The pertinent purpose of the PRCAC, as it relates to development permits, is to examine commercial
and institutional permit applications within the Point Roberts commercial district and make
recommendations to Whatcom County Planning and Development Services as to their compliance
with this Chapter and consistency with the Point Roberts Design Guidelines.
(C) Upon receipt of a permit application, Planning and Development Services will forward the
application to the PRCAC for review and comment. Permit applications are to be promptly examined
by the PRCAC and a determination made, with or without recommendations, within 30 days of
receipt of the application.
(D) Planning and Development Services will consider all pertinent comments received by the PRCAC
prior to issuing a decision on the permit.

20.72.050 Permitted uses.
All permitted uses in the underlying zone districts are permitted except as expressly prohibited or made
conditional, or further conditioned by this chapter. In addition, the following uses are permitted:

.051 In the RC Zone, bed and breakfast establishments and bed and breakfast inns.

20.72.100 Accessory uses.
All accessory uses in the underlying zone districts are permitted as accessory uses.

20.72.130 Administrative approval uses.
All administrative approval uses in the underlying zone districts are permitted except as expressly
prohibited or made conditional, or further conditioned by this chapter. In addition, the following uses
are permitted subject to administrative approval pursuant to WCC 20.84.235:

.135 One private, noncommercial, recreational vehicle or park model trailer and one accessory guest
RV per lot; provided, that the following minimum requirements and standards are met and/or
followed:
(1) All recreational vehicles that remain on the site for more than 14 consecutive days shall be connected to a permitted on-site sewage system or public sewer.

(2) Maximum length of stay of any recreational vehicle on a lot shall not exceed 120 days per calendar year; provided, that no accessory guest RV shall remain on the subject lot for more than 14 consecutive days nor more than 30 days total per calendar year.

(3) All recreational vehicles shall be screened from neighboring properties not using RVs and from public roads. Such screening may consist of landscaped buffer areas, native vegetation or a fence.

(4) Lots shall not be leased or rented out on a daily or overnight basis for recreational use.

(5) Accessory structures are limited to one personal storage building no larger than 200 square feet.

(6) The locations of parked RVs on vacant lots shall observe normal building setback standards for a single-family residence.

(7) All recreational vehicles shall be supported by their own wheels or camper jacks, and not be fastened to accessory structures. Placement of a recreational vehicle on a foundation or removal of the wheels of a recreational vehicle, except for temporary purposes for repair, is prohibited.

20.72.150 Conditional uses.
All conditional uses in the underlying zone districts shall remain conditional uses unless expressly prohibited by this chapter. In addition, the following uses shall only be conditionally permitted:

.151 Hotels, motels and time share condominiums.

.152 Surface and subsurface mining including the extraction of sand and gravel shall be conditionally permitted in the Rural Zone under the provisions set forth in WCC 20.36.150.

.153 In the R5A Zone located west of the Point Roberts Marina and east of Marine Drive, an air park facility/subdivision and commercial activities incidental to aviation facilities may be conditionally permitted; provided, that:

(1) The proposed air park will comply with national, state and local aviation regulations and safety standards; and

(2) Residential development shall be subordinate to the primary airstrip operations; and

(3) An air park shall include a 50-foot vegetated buffer between the proposed facility/subdivision and adjacent parcels; provided, that the required buffer may be reduced or eliminated where such a buffer might otherwise interfere with site access; use of the airstrip and/or taxi way(s); health and safety of air park residents, visitors or operators; and/or FAA regulations. Any open space reserve tract(s) associated with the proposed air park shall be exempt from the buffer requirements of this section; provided, that the open space reserve tract establishes a minimum distance of 50 feet between the air park facility/subdivision and adjacent parcels; and

(4) If a proposed subdivision, binding site plan, or short subdivision is located adjacent to an existing airstrip, the developer and any subsequent purchasers or successors in interest shall agree to refrain from any legal action to restrain or collect damages from the owners or users, or from Whatcom County, arising out of normal operation or use of the airstrip. The agreement shall
appear as a covenant or deed restriction upon the plat, tract or instrument of conveyance and shall run with the land.

.154 In the Rural District, private commercial sports facilities and clubs permitted as conditional uses under WCC 20.36.165 shall include horse racing facilities and pari-mutuel wagering as regulated and licensed by the Washington State Horse Racing Commission, together with the usual accessory uses including club house, food and beverage service, restaurant and stables.

.155 In the Resort Commercial District, dry boat storage, including stacked storage, and boat trailer storage associated with a marina.

20.72.200 Prohibited uses.
In addition to the uses prohibited in the underlying zone districts, the following uses are prohibited:

.201 Service stations in all zones, except expansion of existing service stations by adding additional pumps or hose dispensers.

.202 The following uses are prohibited in the Resort Commercial Zone District in the Maple Beach area of Point Roberts:
(1) Rooming houses.
(2) Taverns.
(3) Commercial parking lots or garages.

.204 The following uses are prohibited in the Small Town Commercial Zone District along Gulf Road only:
(1) Mini storage facilities.
(2) Animal kennels not associated with a veterinary practice.
(3) Motorized vehicles and equipment, motorcycle, marine, farm implement, light and heavy equipment, recreational vehicle service, repair, washing facilities, commercial storage or sale.
(4) Additional recreational vehicle parks.
(5) Cemeteries.

20.72.250 Minimum lot size.
.251 Where the cluster subdivision option is used to protect a critical area:
(1) A parcel size reduction of five percent may be granted where average parcel size (except the reserve tract) is less than 10,000 square feet; or
(2) A parcel size reduction of 10 percent may be granted where average parcel size (except the reserve tract) is 10,000 square feet; or
(3) More of a reduction may be granted only if the resultant lots are able to meet the applicable development standards of this title and other county ordinances, including setbacks and minimum reserve tract area.

20.72.260 Maximum density.
.261 Except as modified by this chapter, all residential densities in the Rural General Commercial, Small Town Commercial and Resort Commercial Zones shall not exceed 10 units per acre.
.262 For the purpose of developing an air park facility only, the parcels zoned R5A that are located west of the Point Roberts Marina and east of Marine Drive, including the airstrip property, may be developed as a cluster development at a maximum density of one dwelling unit per acre.

20.72.270 Subdivision requirements.
.271 Lands within the Rural Zone District in Point Roberts shall be exempt from the provisions of the Agriculture Protection Overlay District, Chapter 20.38 WCC.

20.72.350 Building setbacks/ buffer areas. (Adopted by reference in WCCP Chapter 2.)
(1) Building setbacks along Tyee Drive and Roosevelt Road are increased to 50 feet and 40 feet respectively. In existing treed areas along Tyee Drive and Roosevelt Road, a 50-foot/40-foot vegetative buffer comprised of existing trees shall be maintained for visual or aesthetic purposes except for necessary ingress and egress points. In open areas a 50-foot/40-foot planted buffer shall be developed as part of the normal landscape requirements for site development.
(2) Within the Small Town Commercial Zone along Gulf Road, commercial, institutional and mixed use building setbacks shall be reduced to 10 feet. Buildings oriented towards the street edge shall be encouraged and the front of buildings shall be designated for landscaping and pedestrian traffic.
(3) The provisions of WCC 20.64.350 shall not apply to single-family residences in the Resort Commercial District at Point Roberts.

20.72.400 Height limitations.
.401 The maximum building height within the Small Town Commercial Zone along Gulf Road shall be 45 feet. Height of structures shall also conform to the view corridor provisions of WCC 20.72.653 and the general requirements of WCC 20.80.675.

.402 The maximum building height in all other zones shall be 25 feet unless further restricted by the Whatcom County Shoreline Management Program or the requirements of the adopted character plan. Height of structures shall also conform to the general requirements of WCC 20.80.675 where applicable.

.403 Through the variance process established in Chapter WCC 20.84 WCC, the maximum building height for any use outside of the Small Town Commercial Zone may be increased to 45 feet under the following conditions:
(1) The resultant higher structure will not unreasonably impede views from other properties any more than would a similar structure of the same mass which conforms to the 25-foot maximum building height.
(2) Building setbacks pursuant to this chapter and WCC 20.80.200 shall be increased by one foot for each foot of building height in excess of 25 feet as applicable to all setbacks.
20.72.650 Development criteria.

20.72.651 Facility design. (Adopted by reference in WCCP Chapter 2.)

(1) All commercial and institutional use structures shall conform be consistent with the requirements of the Point Roberts Character Plan Design Guidelines, which are herein adopted by reference as an addendum to this Chapter.

(2) All commercial and institutional structures shall screen roof-mounted mechanical equipment so as not to be visible by surrounding uses or roads.

20.72.652 Archaeological resources.

(1) Applicability. This section shall apply to regulated development activities within 500 feet of all known archaeological sites, including all recorded sites listed with the Washington State Office of Archaeology and Historic Preservation. The provisions of this section shall also apply to any archaeological resources that are inadvertently discovered in association with regulated development activities pursuant to this title; provided, that the provisions of this section may be waived if the technical administrator determines that the proposed development activities do not include any ground-disturbing activities and will not impact a regulated archaeological resource.

(2) Archaeological Resource Protection.

(a) Upon receipt of application for a development permit on properties within 500 feet of a site known to contain archaeological resources, the department shall require an archaeological resources site assessment. The site assessment shall be conducted by a professional archaeologist at the expense of the applicant or project proponent to determine the presence of significant archaeological resources.

(b) If the archaeological resources site assessment identifies the presence of significant archaeological resources, an Archaeological Resource Management Plan (ARMP) shall be prepared by a professional archaeologist. The professional archaeologist shall solicit comments from the Washington State Office of Archaeology and Historic Preservation, Lummi Nation Historic Preservation Office, and Nooksack Tribe. Comments received shall be incorporated into the conclusions and recommended conditions of the ARMP to the maximum practicable.

(i) An ARMP shall contain the following minimum elements:

(A) The purpose of the project, an examination of project on-site design alternatives, and an explanation of why the proposed activity requires a location on, or access across and/or through, a significant archaeological resource; and

(B) A description of the archaeological resources affected by the proposal; and

(C) An assessment of the archaeological resource and an analysis of the potential adverse impacts as a result of the activity; and

(D) An analysis of how these impacts have been avoided; or

(E) Where avoidance is not possible, how these impacts have been mitigated/minimized; and

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(F) A recommendation of appropriate mitigation measures, which may include but are not limited to the following:
1. Recording the site with the State Office of Archaeology and Historic Preservation;
2. Re-interment in the case of grave sites;
3. Covering the site with a nonstructural surface to discourage pilferage (e.g., maintained grass or pavement);
4. Excavation and recovery of resources;
5. Inventorying prior to covering of resources with structures or development; and

(ii) The recommendations and conclusions of the ARMP shall be used to assist the technical administrator in making final administrative decisions concerning the presence and extent of archaeological resources and appropriate mitigating measures. The technical administrator shall consult with the Washington State Office of Archaeology and Historic Preservation, Lummi Nation Historic Preservation Office, and Nooksack Tribe prior to approval of the ARMP.

(iii) The technical administrator may reject or request revision of the conclusions reached in an ARMP when the technical administrator can demonstrate that the assessment is inaccurate or does not fully address the archaeological resource management concerns involved.

(c) Within 15 days of receipt of a complete development permit application in an area of known archaeological resources, the county shall notify and request a recommendation from appropriate agencies such as the Whatcom Museum, Western Washington University Anthropology Department, the Office of Archaeology and Historic Preservation, the Lummi Nation Historic Preservation Office, and Nooksack Tribe. Recommendations of such agencies and other affected persons shall be duly considered and adhered to whenever possible and reasonable. Notification shall include the following information:

(i) The date of application, the date of notice of completion for the application, and the date of the notice of application;

(ii) The date, time, place, and type of the hearing, if applicable, and scheduled at the date of notice of the application;

(iii) A site map including the street address, tax parcel number, township, range, and section of the proposed project area;

(iv) A description of the proposed project action and a list of the project permits included in the application, and, if applicable, a list of any studies requested by the county;

(v) The identification of other permits not included in the application to the extent known by the county;

(vi) The identification of existing environmental documents that evaluate the proposed project and, if not otherwise stated on the document providing notice of application, the location where the application and any studies can be reviewed;

(vii) Any other information determined appropriate by the county;
(viii) A statement indicating those development regulations that will be used for project mitigation or a determination of consistency if they have been identified at the time of notice;
(ix) A statement of the limits of the public comment period, the right of each agency to comment on the application within a 15-day time period, receive notice of and participate in any hearings, request a copy of the decision once made, and to appeal a decision when allowed by law. In addition, the statement shall indicate that any agency wishing to receive personal notice of any hearings must notify the hearing examiner’s office within 15 days of the date of the notice of application.
(d) In granting development permits, the county may attach reasonable conditions to provide sufficient time and/or conditions for consultation with the Washington State Office of Archaeology and Historic Preservation, Lummi Nation Historic Preservation Office and Nooksack Tribe, and to assure that valuable information and materials are properly protected, or for appropriate agencies to contact property owners regarding purchase or other long-term arrangements. Provision for the protection and preservation of archaeological sites shall be incorporated to the maximum extent possible.

(3) Inadvertent Discovery.
(a) Whenever historic, cultural or archaeological sites or artifacts of potential significance are discovered in the process of development, work on that portion of the development site shall be stopped immediately and the find reported as soon as possible to the county.
(b) The administrator shall then notify the Washington State Office of Archaeology and Historic Preservation, Lummi Nation Historic Preservation Office, Nooksack Tribe and other appropriate agencies and shall request that an immediate site assessment be conducted by a professional archaeologist pursuant to subsection (2)(a) of this section to determine the significance of the discovery. If a positive determination is not received within 14 days of receipt of such request, or if a negative determination is received, such stopped work may resume.
(b) On receipt of a positive determination of the site’s significance, the administrator may invoke the provisions of subsection (2)(b) of this section.

20.72.653 Landscaping, Screening, and Tree canopy retention. (Adopted by reference in WCCP Chapter 2.)
In addition to compliance with all other requirements of this title and other titles of the Whatcom County Code, development activities shall be subject to the following provisions:
(A) Landscaping
(1) Where possible the removal of existing vegetation should be minimized in areas that possess a natural beauty.
(2) Special efforts shall be made to preserve existing stands of healthy trees throughout the area proposed for development.
(3) Long expanses of fencing should be broken up by the use of landscaping.
(4) The practice of monoculture shall be avoided. Plantings should have variety in their design.
(5) Attention should be given to the growth rate of the planting materials used and how they will relate to the site in the future.

(B) Screening

(1) Dumpster and utility areas of businesses or other use buildings in commercial areas shall be screened, using earth berms, landscaping or building wall.

(C) Tree Canopy Retention

(1) In the RC, RGC, and STC Districts, existing tree canopy areas (as defined by the dripline of the tree(s)) may be used to meet all or part of the open space requirements of this title. If existing tree canopy areas do not fully satisfy the minimum open space requirements of the applicable zone district, the remainder of the required open space shall be subject to the landscaping requirements established in WCC 20.80.300.

(2) In the RR, TZ and R Districts:
   (a) Residential Development.
      (i) Lots less than one-half acre may remove 100 percent of the existing tree canopy on site; provided, that 30 percent of the pre-existing tree canopy shall be replanted.
      (ii) Lots greater than, or equal to, one-half acre shall retain 30 percent of the existing tree canopy area on a lot. Trees may be removed within areas to be cleared for purposes of a building site, driveways, parking areas, and areas to be landscaped, but such areas shall not exceed 5,000 square feet or 70 percent, whichever is greater, of the total lot area.
      (iii) On lots greater than one acre, no more than 50 percent of the existing tree canopy area shall be removed.
   (b) Commercial, institutional and recreational development may use existing tree canopy areas to meet all or part of the landscaping requirements of this title.

(3) 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.

(4) A 200-meter protective buffer of existing trees and vegetation shall be maintained around the Heronry.

(5) Buffering which recognizes the need for safety and the unique features of Lily Point shall be required on the Point. No development shall take place in such areas.

(6) 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:
      (i) North arrow;
(ii) Property boundaries;
(iii) Existing structures;
(iv) Site access;
(v) Tree canopy areas to be removed;
(vi) The outer dripline of tree canopy areas to be retained;
(vii) Critical areas including, but not limited to, slopes, wetlands, and habitat conservation areas;
(viii) Protection measures to be utilized for areas that will be undisturbed; and
(ix) Areas to be replanted pursuant to subsection (9) of this section;

(b) A planting schedule that indicates the time frame for replanting of trees as applicable; and
(c) Provisions for maintenance and monitoring.

(7) Prior to any land clearing activity or development activity, any tree canopy areas 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 of roots or trunks. Machinery, impervious surfaces, fill and storage of construction materials shall be kept outside of the dripline of tree canopy areas designated for retention.

(8) 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 cut through the root system.

(9) 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 the site;
(b) Be planted to re-establish 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.

(10) 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.
(11) 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 tree 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 replanted 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.

20.72.654 Site design/view corridors. (Adopted by reference in WCCP Chapter 2.)
All structures or developments other than a single-family home on an individual lot shall conform to the requirements of the adopted Point Roberts Character Plan. Scenic views and open space shall be considered in all developments and the site plan designed to ensure view access is maximized while maintaining reasonable use of the development site.

20.72.655 Public restrooms and trash facilities.
All new and redeveloped commercial establishments on Point Roberts that are open to the public shall make adequate provision for trash disposal and handicapped-accessible public restrooms. Establishments with less than four employees on premises at one time may utilize a unisex facility. Commercial complexes may provide common restrooms and/or trash disposal, or two or more establishments in one commercial area may jointly provide for such facilities, subject to appropriate agreements or covenants to ensure the facilities are available and properly maintained. Dumpsters within commercial areas shall be screened from public view using landscaping or building walls.

20.72.656 Vehicular access.
Driveways and curb cuts shall be minimized along all collector roads. Each existing lot shall be allowed only one driveway or curb cut; adjacent lots are encouraged to share access points. In new developments, lots or leased sites shall be oriented toward internal driveways, parking areas, or roads, with limited access to collector roads. These access points should normally not be closer than 400 feet apart.

20.72.657 Non-vehicular access.
(1) Commercial development or redevelopment of any parcel along Tyee Drive, Gulf Road, Marine Drive and APA Road shall be required to install appropriate street improvements along the road frontage of the parcel which may include curbs, gutters, sidewalks, boardwalks, benches, lighting, and appropriate provisions for bicycle and equestrian facilities in accordance with applicable Comprehensive Plan policies, land use regulations and current road standards. Planting of street trees along the road frontage(s) of the subject parcel shall be required. These requirements may be waived if a local improvement district, road improvement district, or
transportation benefit district is formed for the purpose of providing the aforementioned improvements.

(2) Commercial development of any parcel along a collector street shall require a no-protest agreement to participate in a local improvement district, road improvement district, or transportation benefit district.

20.72.658 Drainage.
All development activity within Whatcom County shall be subject to the stormwater management provisions of WCC 20.80.630 Stormwater and drainage the Whatcom County Development Standards unless specifically exempted. No project permit shall be issued prior to meeting the stormwater management requirements of this title and the Whatcom County Development Standards.

20.72.659 Parking.
(A) Parking shall conform to the requirements of WCC 20.80.500 unless otherwise specified in this section.

(B) Within the Small Town Commercial Zone:
(1) Parking lots shall be provided only at the rear or side of buildings.
(2) New parking lots shall connect with existing parking facilities and allow for connection to future lots where applicable.
(3) Minimum parking standards may be reduced if a shared parking agreement has been filed with the county auditor’s office establishing a shared parking lot for land uses with noncompeting hours of operation, or for multitenant retail and commercial facilities; provided, the parking lot is not located further than 700 feet from any of the uses it is intended to serve.
(a) The minimum required parking in shared facilities shall be based on the land use with the highest parking demand.
(b) Mixed use development with similar operating hours may be required to submit a parking demand study to determine if parking can be combined.
(4) Minimum parking standards along Gulf Road may be reduced to the minimum required emergency, ADA, and/or service parking only; provided, that it can be demonstrated that a public benefit parking area or other similar consolidated parking concept will adequately serve the proposed use.
(a) A parking demand study shall be submitted which determines whether all land uses intending to utilize the consolidated parking area will be adequately served.
(b) Pedestrian walkways connecting the proposed use with a consolidated parking area shall be provided. Refer to the Point Roberts Character Plan for design guidelines.

20.72.670 Signs and Flag Poles.
(A) Signs in the Small Town Commercial (STC), Rural General Commercial (RGC), Rural Industrial Manufacturing (RIM), and Resort Commercial (RC) Zones are permitted subject to the provisions of WCC 20.80.410 and 20.80.470, and subject to the following:
(1) Not more than one freestanding sign is permitted on a lot of record, and a freestanding sign shall have no more than two sign faces. Freestanding signs shall not exceed 12 feet in height and shall not exceed 40 square feet in area per sign face.

(2) Not more than 10 square feet of sign area per sign face may be internally illuminated. Characters within the internally illuminated sign area shall be achromatic and no larger than six inches tall. Signs may be externally illuminated.

(3) Single-faced signs placed on walls or eaves of business establishments shall not exceed a total of 40 square feet per business establishment.

(4) Signs shall not rotate or otherwise be in motion, and copy or pictures on the sign shall not flash, scroll, or display a video or animated image.

(5) For purposes of this section, any sign erected or existing as of July 1, 2016, that has a valid permit from the department, but does not conform with the provisions of this section, is a nonconforming sign. A nonconforming sign may be maintained only by painting or refinishing the surface of the sign face or sign structure so as to keep the appearance of the sign as it was when the prior permit was issued. Any structural or other substantial maintenance to a nonconforming sign shall render the prior permit void and shall result in the reclassification of such sign as an illegal sign. Where there are conflicts between this section and Chapter 20.83 WCC, the provisions of this section shall prevail.

(B) Flag Poles.

(1) The height of flag poles shall not exceed twenty (20) feet.

(2) Flag poles on top of buildings shall not exceed ten (10) feet above the roof top.
Point Roberts Design Guidelines

Point Roberts, Whatcom County, Washington

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POINT ROBERTS DESIGN GUIDELINES, 2017
Introduction

In considering the merits of a proposed Character Plan for Point Roberts, the Character Plan Action Group has been asked a pair of searching and valid questions. The first is this: "How will a Character Plan benefit the community at large?" The second is "What is the rationale for the time period which has been selected?"

This group has thought long and hard about the wishes of the entire community of Point Roberts in respect to the Character Plan. This includes year-round residents, longtime property owners who reside here temporarily, newcomers to the Point who wish to establish roots here, and of course the business community. With the reopening of the school here and a new sense of promise and possibility has flowered; a community with no school lacks a discernable heartbeat, and it is young families with children that provide a certain vigor and life-force to the towns in which they live, work and play. Like it or not, Point Roberts is a border town. Like it or not, its economic well-being is inextricably tied to the fluctuating market conditions of the Canadian dollar. At this point, the majority of visitors come down to fill their cars up with gas, buy some groceries, or possibly stop somewhere for a beer. Then they go home. As long as the Canadian dollar stays reasonably strong, the traffic is steady, as is the cash flow. But the winter of '92 was a disaster. When the Canadian dollar plummeted, so did the cross-border traffic. Businesses suffered. There were massive layoffs. Local residents were seen in three or four different business locations, juggling three or even four part-time jobs (if they were lucky).

One of the objectives of this Plan is to turn this particular border town into something more—a destination. If the commercial area can become a picturesque, pedestrian-friendly area that invites people to look and linger for a while, so much the better. If the aesthetic appeal of new businesses coming in moves other small business owners to feel confident that they too could succeed, better yet. And a larger diversity of businesses on the Point adds to the employment opportunity pool.

People will for the present inevitably want groceries and gas, but certainly if they are offered other amenities, they will want them. Locals like amenities, too. Most people in small communities loyalty support their business community when times are tough as long as they feel that their custom is valued. It would be nice for the locals if they didn't have to make the trek to Bellingham because a number of pretty essential niches aren't filled here. And if visitors came for longer than it takes to fill up the car and stack up on milk and cheese, they would probably open their wallets as they explore the Point.

As far as the time period selected, the turn of the century was a boom time for Point Roberts. By 1905 there were forty-seven fishing traps operating off the shores of the Point, and this was a burgeoning industry between 1878 and 1934. As well as community fishers, people came from as far away as Seattle did. Canneries boomed as well, and the Icelandic community established the finest farms on the Point.

Figure 1. Point Roberts Post Office, early 1900's

POINT ROBERTS CHARACTER PLAN DESIGN GUIDELINES, 2016
School enrollment increased, as did the staff for the school. It was a difficult, challenging and heady time for the stubborn, work-hardened souls who elected to settle and raise families here. It was people like these who wrestled with the land and sea alike to transform into reality the legend of the American Dream. It is to honor them that we wish to recreate the spirit of the time.

Figure 2. Point Roberts Township, west side Gulf Rd. in the early 1900's
Section 1.0-001. Character Objectives

Point Roberts has a proud heritage based on rural farming, fishing and related industries. It also possesses great natural beauty and rural atmosphere.

The objective of these Design Guidelines is to encourage the commercial core to become more of a destination: A picturesque, pedestrian-friendly area that invites people to look and linger for a while. If the aesthetic appeal of new businesses moves other small business owners to feel confident that they too could succeed, better yet. And a larger diversity of businesses on the Point adds to the employment opportunity pool.

It is desirable that the nautical and pioneering spirit be preserved where possible and encouraged where applicable in the exterior facades of its commercial and institutional developments. This would be in keeping with the fundamentals of contemporary architectural technology. It is therefore a stated objective of this document that a broad Northwest Heritage Character which incorporates elements of historical and marine industrial themes be encouraged for commercial and institutional development at Point Roberts.

In addition to the general purposes of the Comprehensive Plan and the Zoning Ordinance, this document is intended for the following purposes:

a. To be consistent with the goals and policies of the Washington State Growth Management Act.

b. To protect, enhance and preserve the social, cultural, economic, environmental and aesthetic values which have established the desirable quality and unique character of Point Roberts.

c. To encourage creative approaches to the use of land and related physical development.

d. To encourage the enhancement and preservation of land or buildings of unique or outstanding scenic or historic significance.

e. To minimize incompatible and unsightly surroundings and visual blight, which prevent orderly community development and reduce community property values.

f. To encourage the setting aside of public open space within new development through the mechanisms of planned unit development and/or density transfer, as provided for in Title 20, Section 89.03, the Whatcom County Zoning Ordinance.

g. To recognize environmental and aesthetic design as well as energy efficiency as integral parts of the planning process.

These criteria are not intended to restrict imagination, innovation, or variety, but rather to assist in focusing on design principles. This approach can result in creative solutions which will develop a satisfactory visual appearance within the Point Roberts area, preserve taxable values and promote the public health, safety, and welfare. It is not the intent of this document or of any the review process to cause any undue delay or hardship to the applicants. The Point Roberts Character Plan is a supplement to the development permit guidelines as contained in the Point Roberts Subarea Comprehensive Plan.

POINT ROBERTS CHARACTER PLAN DESIGN GUIDELINES, 2016
Section 2.0-001. Scope

As clearly stated in Title Pursuant to WCC 20.72.651, all commercial and institutional use structures in
the commercial district that require a building permit and appurtenant signs shall conform to these
Design Guidelines requirements of the adopted Character Plan.

Design review applies to all new commercial and institutional use structure and appurtenant signage
construction that requires a building permit, and any changes to an existing commercial or institutional
use structure or sign that requires a building permit.

For the purposes of the Character Area Plan Design Guidelines, the commercial core-district of Point
Roberts is defined as the area zoned as General Commercial on Tyee Drive together with the area zoned
as Resort Commercial on Gulf Road.

Application of the guidelines for all building permits in this area will be particularly vigorous.
Application of the guidelines outside the Commercial Core will also take into account any site-specific
design issues or constraints.
Figure 4. Point Roberts Zoning Map
Section 3.0-001. Administrative Processes Requirements and Regulations

Section 3.1. Point Roberts Community Advisory Committee
The Point Roberts Community Advisory Committee (PRCAC) is a local advisory body to Whatcom County through the office of the Whatcom County Executive and of the Whatcom County Council. The PRCAC consists of individuals appointed as provided in Whatcom County Code, Chapter 2.98.

The purpose of the PRCAC as it relates to the Design Guidelines is to examine commercial and institutional use building permit applications and make recommendations as to their compliance with the Design Guidelines to Whatcom County Planning and Development Services (PDS).

Building permit applications are to be promptly examined and a determination submitted to PDS, with or without a recommendation, within 30 days of receipt of the application.

All PRCAC members shall adhere to a code of conduct. The participants shall ensure that all committee business and any permit reviews are dealt with objectively. No participant shall have a conflict of interest, or appear to have a conflict of interest, in relation to any permit application under review. No participant shall receive a benefit, monetary or otherwise, arising from the business of the Advisory Committee. No participant shall have a personal interest in the outcome of the design review process. A determination of conflict can be made through a democratic vote of all participants. In the event of a potential conflict, either through voluntary recognition or committee determination, the participant shall abstain from that review process.
Section 3-00.2. How the Process Works

1. Copies of the Point Roberts Character Plan Design Guidelines are available from the Whatcom County Department of Planning and Development Services.  
http://www.co.whatcom.wa.us/1143/Point-Roberts-Subarea-Plan

2. Building Permit applications are also available at Planning and Development Services.

3. Prior to applying for a building permit, developers should familiarize themselves with the Character Plan document Design Guidelines and seek professional assistance, where necessary. This will ensure a speedy and successful permit application.

4. In addition to the customary permit and servicing requirements of the County, any commercial or institutional use structure and/or sign permit application will be evaluated for "compliance" or "non-compliance" consistency with the Point Roberts Character Plan Design Guidelines. This will be reflected in the permit checklist.

5. The Point Roberts Character Plan Advisory Committee PRCAC will examine applications within 30 days prior to the date of building permit application to indicate and provide their determination of compliance—whether the proposal is consistent, or not, with the Character Plan Design Guidelines.

6. The PRCAC Point Roberts Character Plan Advisory Committee is an local advisory body to Whatcom County administrative authority. It will examine applications with respect to compliance to the guidelines. The purpose of the Committee is to assist the County in making its determination of "compliance" consistency. All decisions of the County will shall be final.

7. A successful applicant will be issued a building permit upon receipt of applicable County fees.

Section 3-003. Required Plans and Other Information Required

In order to assess compliance consistency with the Character Plan Design Guidelines, the Whatcom County Department of Planning and Development Services PDS will require at the time of application the following:

1. A scale-site plan indicating the street, all structures, landscaping, ingress/egress, parking facilities, freestanding sign locations, freestanding lighting facilities, waste facilities, pedestrian walkways, fencing, screening and other miscellaneous appurtenances (e.g. fire hydrants), if any. The plan must be to scale and indicate the dimensions of any structures, setbacks, and parking facilities.

2. A scale Building elevations, to scale, that which clearly indicates structural dimensions, heights, and roof lines, as well as any other exterior designs and finishes visible at ground level from any point on the compass. Diagrams must include specification for all doors, windows, porches and awnings. The types of roofing and siding materials(s) must be specified. Color chips for roofing, siding, and awning materials must be made available. All exterior lighting facilities must be clearly outlined and indicate style and finish. The locations and dimensions of signs on structures will be clearly indicated.

3. Sign Regulations: Refer to ordinances on signs and flags.

Section 3-004. Plan Information

Developers and or architects are required to submit a written rationale.
Section 4.0-001. Architectural Design Criteria

Section 4.1-002. Introduction
In order to accurately portray the Point Roberts Character-design theme as outlined previously in the objective statement, it is important to examine the historical styles of west coast commercial and residential rural architecture which were prevalent at the end of the nineteenth century and up to the First World War.

Structures of that period were designed to be functional, durable, and cost effective in construction. Natural materials which were locally available were used whenever possible. Architects knowledgeable in this area will not have difficulty in incorporating these criteria into their designs for Point Roberts.

Designs for commercial and institutional developments in rural areas such as Point Roberts were local adaptations from larger metropolitan centers of North America. Rural development styles reflect the fact that professional architects were not always available as they were in larger centers. In spite of this, simple designs by many pioneer builders managed to incorporate structural and finishing features more commonly associated with larger commercial centers. This attention to random detail was indicative of the independent entrepreneurial characters of many pioneer developers. An example of the personal touch was the attention given to the use of detail cornices and brackets under the eaves of buildings.

In conclusion, it should be emphasized that early building styles were borrowed from many areas of North America by pioneers immigrating to this area. The primary focus of the Character-Plan Design Guidelines is to revitalize the early Northwest Coast atmosphere which existed in Point Roberts at the turn of the century. Because of its direct link to the Pacific Ocean, it is also important that marine industrial accents and themes be included in the historical objective. For the purposes of this document, the term ‘marine industrial’ refers to the features of commercial establishments peculiar to maritime regions, i.e. canneries, fisheries, marinas etc.

Although architectural styles in the commercial district are circumscribed by the theme of the Point Roberts Character-Plan Design Guidelines objective, there is ample room within the framework for artistic expression and creativity. Evaluation of the appearance of a project shall be based on the quality of its design and relationship to its surroundings.
Section 4-003. Relationship of Building to Site and Adjoining Area

1. Traditionally, the Point Roberts commercial core has developed with open space between commercial structures. Salmon canning operations developed along the waterfront areas with other commercial and retail structures supporting the canneries as well as the local farm economy. It is likely that future development will continue to follow the trend of primarily detached structures, and the Character Plan encourages an open space concept whenever possible in commercial and resort-commercial areas. Developers must show that their plans contribute to the open space systems.

2. All building setbacks shall conform to the applicable regulations of Whatcom County. An important requirement of the Character Plan is to make the area between the roadway and the main building masses pedestrian friendly. Generous provisions should be made to encourage pedestrian and other non-motorized movement between businesses whenever possible. In addition to sidewalks and/or boardwalks, other amenities could include benches, café tables, bicycle racks, picket fences, clay pots and flower baskets to enhance the atmosphere.

3. Parking should be placed at the rear or side of buildings where possible and buildings oriented towards the street edge. All attempts should be made to make the street edge a more pedestrian friendly area.

4. Attractive landscaping transitions from one adjoining property to the next should be provided.

5. Where natural and existing topographic patterns contribute to the beauty and utility of a development site, they should be preserved. Consideration must be given to the concept of adjusting the design of the buildings to conform to the landscape whenever possible.

Section 4-004. Building Mass

1. The overall mass of new structures should be comfortable to view and in keeping with the ambience of a small rural community. Any visible exterior components of a structure shall be architecturally harmonious with the character theme.

2. It is important to maintain open view corridors of the tidal waters. New buildings should be designed and oriented so as not to dominate or overshadow smaller structures and the overall view of the tidal water. Refer to WCC 20.72.653 (Site design and view corridors).

3. The overall height and size of new structures in relation to lot size as well as additions to existing structures are subject to the pertinent regulations of Whatcom County. Refer to 20.72.401 (Height limitations).

4. The exterior facades of all structures shall be designed in keeping with the one or two-story building concept which was traditionally employed on West Coast rural areas due to the wood-frame technology of the day.

5. Point Roberts has a proud historical relationship with the fishing industry. This resulted in a variety of cannery operations along its coastal area, and some cannery structures are still in existence. The Point Roberts Character Plan acknowledges this historical relationship and restricts traditional cannery-style architecture to waterfront areas only. This style of architecture is typified by warehouse style structures which may be rectangular, T-shaped or L-shaped with pitched roofing systems.
Section 4-005. Height

Buildings in Point Roberts have traditionally been one to two stories in height. This was partly due to the wood-frame building technology of the day and coincidentally resulted in a pleasing visual relationship between buildings and the street.

The human eye can generally perceive a vertical field of vision of about 27 degrees, or 18 degrees above the horizon. This means that a person will feel most comfortable viewing a two-story building across a typical street. Some image of the whole remains up to 45 degrees from the horizon. A building is considered to be of human scale if it can be comfortably viewed at a glance.

Whatcom County Zoning Regulations 20.72.401 limit height to 25 feet in the Point Roberts Subarea. This effectively limits buildings to one or two stories respectively. A conditional use permit meeting the requirements of Regulations WCC 20.72.402 is permissible.

Figure 7. Point Roberts School House, dated 1909
Section 4.2-006. Roof Design

a. Roof design is not restricted. Exterior appearance and detailing are. Both large and small commercial structures of either one or two stories in height that use a flat roofing system shall incorporate overhangs with eaves, brackets, and cornices.

b. Pitched roofs shall be a gable, shed, or hip design. Roof dormers are acceptable. Roof designs utilizing lanterns and turrets of an historical nature are also acceptable, as are false fronts on pitched roofs.

c. Cannery-style structures acceptable along waterfront areas shall use pitched roofing systems in accordance with historical accuracy for this
geographic location.
d. Porches and awnings shall conform harmoniously to adjoining roof systems.
e. Mechanical equipment on roofs shall be screened from public view with harmonious materials, or be so located as to not be visible from any public view.

Section 4.3-007. Roof Materials
Materials used are restricted. Flat roof technology usually consists of tar and gravel materials. A variety of differing materials are used on pitched roofs. Duroid, shakes, and sheet metal are acceptable. Also acceptable is sheet metal with a colorized coating. The color shall be harmonious with adjoining areas. Tile roofing is unacceptable.

Section 4.4-008. Exterior Finish
For the purposes of these Guidelines, the use of the word “traditional” refers to the styles and customs prevalent in the Pacific Northwest at the end of the nineteenth century up to the First World War as outlined on page 6.

It is important to bear in mind that the primary focus of finish is Pacific Northwest Heritage. As a secondary focus, building features could include marine industrial accents.

Section 4.5-009. Materials
Materials used in any new structure or a renovation shall be of durable quality. In addition to traditional materials, architects and developers shall utilize modern materials that will accurately simulate the desired historical effect.

Section 4.6-010. Windows
a. Windows should reflect the use of traditional form and finish.
b. Glazing amounts shall conform to the applicable Washington State Energy Code Requirements.
c. Historically, windows were an important aspect of building design. The extensive use of windows is recommended. The extensive use of this type of window, either single or combination(s), with or without mullions, is recommended.
d. Historically, the most commonly used type of window was the double hung sash window. The Character Plan recommends the extensive use of this type of window, either single or combination(s), with or without mullions, is recommended.
e. Windows may be either functional or non-functional.
f. Other than conventional rectangular or square windows, geometrically shaped windows are acceptable in limited applications.
g. Other types of windows which are historically accurate and acceptable are bay, bow and oriel windows.

h. Leaded and stained glass windows and / or inserts are acceptable.

i. Fanlight windows above entrance ways are acceptable.

j. Window shutters are acceptable.

k. Mirror finish bronze windows are not permitted.

l. Glass blocks are not permitted.

Section 4.7-011. Doors
a. Doors shall utilize use traditional form and finish whenever possible. The Character Plan Design Guidelines recognizes the principle requirements of security in selection of material.

Section 4.8-012. Vents
a. The use of geometric louvered vents on building facades is Character Plan encouraged, the use of geometric louvered vents on building facades.

Section 4.9-013. Porches and Awnings
a. The use of traditional style porches Character Plan- is encouraged, the use of traditional style porches if so desired. A porch may be simple in design, or encompass a wide variety of traditional decorative features. Posts may be carved or turned. Decorative handrails, balusters and spandrels are encouraged where desired. Any porch structure shall conform to the balance and symmetry of the overall structure.

b. Canopies shall be sloped, three point or four point with fascia. Canopies shall be high enough to permit marquee signs or lighting underneath but should not obscure building details such as corner boards, trim, or cornices. Styles which are unacceptable include curved, quarter barrel, half-dome, and quarter-quarter-sphere. Canopies or awnings may be finished in cedar shingles or durable fabric such as acrylic coated 100% polyester or canvas. Vinyl, plastic, or backlit awnings are not acceptable. Neon and fluorescent lighting of canopies is not acceptable. (See also Section VIII-4.14 regarding lighting.) Canopies supported on posts shall have the posts located on private property. Canopies should be at least four feet wide in order to protect pedestrians from rain and snow. Canopies which that project over public property shall conform comply to all Whatcom County codes.

Section 4.10-014. Colors
Heritage colors are traditionally strong but muted. Developers Applicants may use whatever brand of paint they wish to: however, chosen colors shall correspond to the range of thirty-six colors and corresponding stains offered in the Martin-Senour Williamsburg Heritage Series. Color chips shall be submitted as required by administrative regulations.

Section 4.11-015. Hardware
The choice of hardware for doors, windows, shutters, etc., is dictated by the need for security and durability. Whenever possible, the Character Plan encourages the use of either wrought iron or polished brass type finishes is encouraged.
Section 4.12-016. Other Features

- Posts, beams, timbers, and pilings. These materials are acceptable in the design of cannery or "Market Type" structures. They may be incorporated in the actual structure or as an addition to the main structure.

- Trash receptacles shall be screened from public view.

- Chimneys: When a chimney cap is incorporated into a structure, a corbeled chimney cap is recognized as traditionally accurate. Other designs are acceptable.

- Fire Hydrants. New and reconditioned hydrants should be antique in appearance. Point Roberts Water District #4 is encouraged to regulate a single antique appearance for hydrants in the commercial coredistrict.

- Ornamental Ironwork: Cast and wrought iron features are acceptable. Weather vanes, roof cresting, finials, and traditional railings are acceptable.

- Marine Industrial Items: Nautical accents are an important feature of the character objective for Point Roberts. The Character Plan encourages the use of pilings, turnbuckles, pulley assemblies, nets, ropes, oars, fish floats, ship and wheelhouse paraphernalia, barrels, chains, and anchors is encouraged.

Section 4.13-017. Exterior Finish and Detail

The exterior finish of structures shall accurately reflect the traditional exterior finishes of Pacific Northwest architecture prevalent until the end of the First World War. The types of material used at that time were wood, brick and stone. Variations in the use of these types of materials (natural or cultured) shall present an acceptable appearance. Stucco came into vogue around the end of World War I, and is not representative of the period objective of these Design Guidelines Character Plan.

The most traditional siding used in many parts of North America was clapboard. Clapboard consists of overlapping boards that are laid horizontally. They were painted or stained, and often economic conditions dictated that they be left in a natural state. The maximum exposed width of board is six inches per board. Each board is either tapered or grooved for a perfect fit. The Character Plan strongly encourages the use of clapboard siding is strongly encouraged. Another acceptable style of siding is 'board and batten.' Board siding was laid vertically and the joints were often covered with another, generally narrower, strip of wood, generally narrower. This type of siding has particular significance in cannery style applications. Another type of material traditionally used on the West Coast is wood shingles. Brick and stone finishes are also acceptable. They normally occur in combination with wood finishes, although buildings constructed of brick are acceptable. The use of stone was common for foundations of rural buildings. Cultured concrete blocks which that incorporate a field or cut stone look are acceptable. Plain or modern textures are not acceptable. Other unacceptable finish materials include duroid, ceramic tiles, plywood, and imitation stone and brick paneling. Stucco, when used in specialty application, shall not cover more than 20% of the total exterior surface of a building.

The traditional handmade character finish and decoration is an important aspect of a façade that warrants special attention. Flat roofed buildings shall incorporate overhangs with detailed cornices and brackets. This detail may also apply to buildings that incorporate a false front. Pitched roof designs may incorporate cresting, dormers, or louvered ventilators. Victorian-style specialty shingling may be incorporated into an exterior façade as an accent feature. Architects knowledgeable in historical finishes will know that modern and machine-made materials can be successfully incorporated in the Point Roberts area when detailed appropriately.
Section 4-018. Glossary

1. **Baluster**: An upright vase-shaped post used to support a rail.

2. **Board & Batten**: A form of sheathing for frame buildings consisting of wide boards (usually placed vertically) whose joints are covered by battens.

3. **Bracket**: A projecting support used under cornices, eaves, balconies or windows to provide structural or purely visual support.

4. **Clapboard**: A thin board, originally riven or split, thinner at one edge than the other (later sawn with this profile), laid horizontally, and with edges overlapping on a wooden-framed building.

5. **Corbel**: A block of masonry projecting from the plane of the wall used to support an upper element (cornice, battlements, or upper wall).

6. **Cornice**: The uppermost and projecting section of the entablature; hence the uppermost projecting molding or combination of brackets and moldings used to crown a building or to define the meeting of wall and ceiling.

7. **Cupola**: A rounded or rectangular tower-like device rising from the roof.

8. **Dormer**: A vertical window and its projected housing that rises from a sloping roof.

9. **Double-Hung Window**: A window of two (or more) sash, or glazed frames, set in vertically grooved frames and capable of being raised or lowered independently of each other.

10. **Eave**: The lower edge, often overhanging, of a roof.

11. **Fanlight**: A circular or elliptical window over a door, often with elaborately contrived and interwoven mullions.

12. **Finial**: An ornament, usually foliate, used at the end or peak of a gable, tower or spire.

13. **Gable**: The triangularly shaped area enclosed by the two sloped surfaces of a gable roof and the wall below; a generic term distinct from ‘pediment’ which refers to a portion of a classic façade.

14. **Gable roof**: A simple roof composed of two flat surfaces meeting to form a straight ridge.

15. **Hipped roof**: A roof of four sloped surfaces that meet in a point (with a square plan) or a sharp-ridge line (rectangular plan).

16. **Lantern**: In architecture, a small square or round glazed structure built atop a larger structure to admit light.

17. **Leaded glass**: Small glass panes, most of them clear but often colored too, forming a geometric or foliate pattern, held in place by channels of lead soldered together.

18. **Mass**: The apparent expanse, bulk or size of a building; the main volume or volumes of a building when viewed as a whole.

19. **Mullion**: Originally the large vertical supports in glazed windows; often now any support strip, vertical or horizontal, in a glazed window.

20. **Sash**: Frame in which glass window-panes are set.

21. **Shed roof**: The simplest roof consisting of a single inclined
plane; used widely in domestic architecture.

22. **Spandrel**: In a wall system of arches, the area between the architraves of the arches and the entablature; in a skeletal-frame building, the panels between the columns and the windows of each story.

23. **Turret**: A small tower, sometimes corbeled out from the corner of a building.

**Section 5-001. Landscaping**
The purpose of landscape design criteria for the commercial areas of Point Roberts is to provide for the continuity of the heritage design concept. Appropriate landscaping techniques and the use of historically correct plants and shrubs will further promote the ambience that was early Point Roberts. Landscaping that includes the natural vegetation is an appropriate interpretation. Using plants, shrubs, and trees that are a) indigenous to the Pacific Northwest and, b) similar to those introduced by settlers will add greatly to historic accuracy. As a matter of historic interest, trees and shrubs planted by the early homesteaders included lilac, heritage varieties of apple and pear, walnut, hawthorn and cherry. Please reference the detailed listing that follows the end of this section.

Landscape design for the commercial areas of Point Roberts will be an integral part of the overall design theme. As such, landscaping plans will have equal importance to the acceptability of a proposal as any other aspect of the project.

**Section 5-002. Site Preparation**
The removal of existing vegetation should be minimized where possible in areas that possess a natural beauty. Special efforts shall be made to preserve existing stands of healthy trees throughout the area proposed for development. Reference WCC 20.72.652.

**Section 5-003. Landscape Treatment**

Landscape treatment should enhance the building design and also harmonize with adjacent landscaping treatments. Landscaping of the commercial areas shall be used as a tool to create a pedestrian-friendly commercial core.

The use of benches and seating areas, connected by pathways to the adjacent businesses is encouraged wherever possible. The use of brick, stone, gravel, concrete or the newer stamped concrete should be used instead of asphalt. These areas will be visually enhanced by the appropriate use of vintage lighting and the placement of planter boxes.

The owners of individual businesses will be responsible for the maintenance and upkeep of their area. The owners of vacant lots shall be encouraged to participate in landscape design to the extent feasible.

In the absence of civic responsibility for right-of-way improvements, each lot and/or store shall be responsible for the upkeep of its own area. The property owner has the option of including the right-of-way abutting the property as part of the landscaping design. If the property owner chooses to landscape the right-of-way, i.e.: hanging baskets, flower pots, they shall take full responsibility for maintenance.

Long expanses of fencing should be broken up by the use of landscaping. Dumpster and utility areas of businesses or other use buildings in commercial areas should be screened, using earth berms, landscaping or building wall.
The practice of monoculture shall be avoided. Plantings should have variety in their design. Attention should be given to the growth rate of the planting materials used and how they will relate to the site in the future.

Section 5-004. Walkways
Walkways are an important aspect of the pedestrian friendly environment as outlined. The Character Plan strongly encourages the use of traditional wooden boardwalks. Other acceptable materials are paving stones, bricks (natural or pigmented), concrete, exposed aggregate concrete, and the newer stamped concrete surfacing. The use of asphalt is not encouraged.

Section 5-005. Landscape Plan Requirements
The following items shall be included with the landscape design plan to be submitted before the review committee:

1. A set of landscape plans drawn to scale.
2. A schematic drawing of the entire project, identifying the placement and names of the landscape materials.
3. The existing locations, sizes and species of trees and shrubs. Trees and shrubs that are to be removed must be identified.
4. The location of all the trees and shrubs to be planted.
5. All plant material to be used shall be identified by both the botanical and common name.
6. Identify property lines, parking areas and abutting streets.
7. Existing fencing walls, buildings, curbing or signs that may affect the overall landscape.
List of Suggested Historically Cultivated Perennial Flowers, Trees, and Shrubs

Suggested Perennial Flowers

![Table of Suggested Perennial Flowers]

Suggested shrubs and trees
Lilac, heritage varieties of apple and pear, walnut, hawthorn, and cherry.

Section 4.146-001. Lighting
A. Lighting requirements for commercial and institutional use must reflect the objectives of the Character-PlanDesign Guidelines.

1. 

2. Any applicable regulations of Whatcom County shall apply, if any.

3.1. Exterior lighting, when used, shall enhance building and landscape design. The two acceptable formats for lighting design are:
   a. Marine Industrial
   b. Historic Industrial

Within these formats, materials, finishes, and artistic styles are not restricted.

4.2. The choice of lighting types, fixtures, and placements between adjacent structures and surrounding parking lots shall reflect the desire to achieve a balance and harmonious...
atmosphere. This is especially important in the commercial core district where it is desirable to have a unified ambience.

5.3. Lighting fixtures on structures shall harmonize with parking lot fixtures where possible.

6.4. Any County lighting services which abut Character Plan the commercial district areas shall conform to the objectives of these Character Plan Design Guidelines objective. Upon the formation of a lighting district for Point Roberts, lamps lighting the street and pedestrian walkways in the commercial core district shall be of a single, approved antique appearance.

7.5. It is preferable that all lighting be low-rise and directed downward on to the site.

8.6. Exterior lighting should be the minimum necessary to ensure safety and security. Excessive glare and brightness should be avoided. Excessive glare shall be shielded from residential areas.

A.6. The following gives a description of acceptable standards and fixtures for the Point Roberts Subarea:

1. Base and standard must be of a nautical or historic industrial design.
2. Single or multiple brackets and globes are acceptable.
3. Fitters and globe must be of a nautical and/or historic design.
4. Louvered optic systems and refractors that reduce glare and cast light down are encouraged.
5. Indirect Cone Optic Systems that provide the warmth of candle or gaslight are encouraged.
6. Banner arms, planter arms, bracket filigrees and flag holders are acceptable appurtenances to the design of the standard.
7. Nautical bollards are acceptable.

Figure 2.1. Some styles of heritage type lighting standards
Section 7-001. Parking Facilities in the Commercial Core
The guideline specifically aims at maintaining the vitality of the commercial core, while simultaneously providing adequate pedestrian and vehicular mobility between businesses in conjunction with 20.72.655. In addition to mobility, these guidelines recognize the desire to screen modern vehicles from the historical concept of the commercial core. While this is desirable in any commercial area of Point Roberts, it is critical along the main arteries that now exist (Gulf and Tyee Roads) as well as any that may develop in the future. The Point Roberts Transportation Study of 1991 by the Transpo Group Inc. indicates that "traffic volumes can be expected to increase so delays become common throughout the year." At present, most of that traffic is heading to or through the commercial core along Tyee and Gulf Roads. There is a definite need to relieve the traffic volume created by customers patronizing several businesses in the area. Crossflow traffic between businesses hinders travel through the commercial core to other areas of Point Roberts. It is desirable that this crossflow traffic between businesses take place away from the main arteries and on adjoining parking facilities of neighboring businesses.

Section 7-002. Parking Facilities along Gulf and Tyee Roads:
1. Parking lots shall be provided only at the rear or side of buildings.
2. The front of buildings shall be designated for landscaping and pedestrian traffic.
3. New parking lots shall connect with existing parking facilities and allow for connection to future lots. This is normally accomplished by flaring out parking areas to adjoining property lines to facilitate connection when available. This will result in communal parking facilities.
4. Whatcom County may allow a variance to these guidelines where existing property size restrictions or other development standards do not permit parking facilities to be placed in the rear or at the side of a structure. This should be done without prejudice. Whatcom County regulations regarding parking facilities shall take precedent over all other considerations.

Section 8-001. Miscellaneous
a. The transportation and renovation or restoration of existing historic structures which predate the First World War era is encouraged, where desired.
b. Improvements to all other existing structures that are not subject to the pertinent regulations of Whatcom County should attempt to conform to the spirit and objective of the Character Plan whenever possible.
c. Improvements within the jurisdictions of Whatcom County and Water District #4 should attempt to conform to the spirit and objective of the Character Plan.
d. It is recommended, although not compulsory, that the Character Plan document be reviewed and updated every five years as necessary. This would be to reflect any changes to State or local acts, ordinances, or zoning changes, as well as to further enhance the objectives of the Character Plan at that point in time. Any review would ultimately be under the control of Whatcom County, who would work in conjunction with any interested residents willing to form a "Character Plan Review Committee" to examine changes. Any review may also be initiated by Whatcom County as it sees fit.
Section 9-001. Advisory Committee

The Point Roberts Community Advisory Committee, an existing locally-based resident’s advisory committee shall be utilized to work with Whatcom County on the Administration of the Character Plan. Its function will include examining commercial and institutional use structure and sign permit applications for compliance with the Point Roberts Character Plan.

Building permit applications are to be promptly examined and a determination made, with or without recommendations, within 21 days prior to the application date.

The Point Roberts Community Advisory Committee is a local advisory body to Whatcom County through the office of the Whatcom County Executive and of the Whatcom County Council. The Point Roberts Community Advisory Committee will consist of individuals appointed as provided in Whatcom County Code, Chapter 2.98.

The pertinent purpose of the Advisory Committee, as it relates to the Character Plan, is to examine commercial and institutional use structure and sign permit applications and make recommendations as to their compliance with the Character Plan document to the appropriate administrative authority of Whatcom County. The Advisory Committee is not involved in any other enforcement process.

It is intended that the Committee shall function in regard to the Character Plan for as long as the Point Roberts Character Plan remains in effect.

All participants shall adhere to a code of conduct. The participants shall ensure that all committee business and any permit reviews are dealt with objectively and at arm's length. No participant shall have a conflict of interest, or appear to have a conflict of interest, in relation to any permit application under review. No participant shall receive a benefit, monetary or otherwise, arising from the business of the Advisory Committee. No participant shall have a personal interest in the outcome of any design review process. A determination of conflict can be made through a democratic vote of all participants. In the event of a potential conflict, either through voluntary recognition or committee determination, the participant shall abstain from that decision making process.
### Section 10-001 Sample Checklist

**Point Roberts Character Plan Design Review Checklist**

<table>
<thead>
<tr>
<th>Item</th>
<th>Compliance</th>
<th>Non-compliance</th>
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<tbody>
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<td>Site Plan and Elevations</td>
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<td>Parking</td>
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<td>Landscaping</td>
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<td>Building Mass, Height, &amp; Roof Design</td>
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<td>Materials</td>
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<td>Vents, Porches, Awnings</td>
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<td>Exterior Finish and Detail</td>
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<td>Other Features</td>
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<td>Sign – locations &amp; dimensions</td>
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</table>

Permit application #: ___________________________  ☐ complies  ☐ does not comply with the objectives of the Point Roberts Character Plan.

**Comments and Recommendations:**

____________________________________________________________________
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More information may appear on other side.

Whatcom County Department of Planning and Development Services
Flag Ordinance

Section 11-001. Flags
a. Non-governmental flags are deemed to be signs and shall be subject to all applicable sign codes, except that no flag shall exceed twenty-four (24) square feet per face.

b. Governmental flags must be displayed in a dignified non-commercial manner and follow the established flag protocol in respect to times of flying, arrangements, locations, etc. No governmental flag shall exceed twenty-four (24) square feet per face.

c. The height of flag poles shall not exceed twenty (20) feet.

d. Flag poles on top of buildings shall not exceed ten (10) feet above the roof top.

Non-conforming flags, according to section 11-001-a, shall have no amortization period and shall conform immediately.

Figure 13. Whalen Store, Boundary Bay

Section 5.0. Glossary
1. Baluster: An upright vase-shaped post used to support a rail.

2. Board & Batten: A form of sheathing for frame buildings consisting of wide boards (usually placed vertically) whose joints are covered by battens.

3. Bracket: A projecting support used under cornices, eaves, balconies or windows to provide structural or purely visual support.

4. Clapboard: A thin board, originally riven or split, thinner at one edge than the other (later sawn with this profile), laid horizontally, and with edges overlapping on a wooden-framed building.
5. **Corbel:** A block of masonry projecting from the plane of the wall used to support an upper element (cornice, battlements, or upper wall).

6. **Cornice:** The uppermost and projecting section of the entablature; hence the uppermost projecting molding or combination of brackets and moldings used to crown a building or to define the meeting of wall and ceiling.

7. **Cupola:** A rounded or rectangular tower-like device rising from the roof.

8. **Dormer:** A vertical window and its projected housing that rises from a sloping roof.

9. **Double Hung Window:** A window of two (or more) sash, or glazed frames, set in vertically grooved frames and capable of being raised or lowered independently of each other.

10. **Eave:** The lower edge, often overhanging, or a roof.

11. **Fanlight:** A circular or elliptical window over a door, often with elaborately contrived and interwoven mullions.

12. **Finial:** An ornament, usually foliate, used at the end or peak of a gable, tower or spire.

13. **Gable:** The triangularly shaped area enclosed by the two sloped surfaces of a gable roof and the wall below; a generic term distinct from 'pediment' which refers to a portion of a classic façade.

14. **Gable roof:** A simple roof composed of two flat surfaces meeting to form a straight ridge.

15. **Hipped roof:** A roof of four sloped surfaces that meet in a point (with a square plan) or a sharp ridge line (rectangular plan).

16. **Lantern:** In architecture, a small square or round glazed structure built atop a larger structure to admit light.

17. **Leaded glass:** Small glass panes, most of them clear but often colored too, forming a geometric or foliate pattern, held in place by channels of lead soldered together.

18. **Mass:** The apparent expanse, bulk or size of a building, the main volume or volumes of a building when viewed as a whole.

19. **Mullion:** Originally the large vertical supports in glazed windows; often now any support strip, vertical or horizontal, in a glazed window.

20. **Sash:** Frame in which glass window panes are set.

21. **Shed roof:** The simplest roof consisting of a single inclined plane; used widely in domestic architecture.

22. **Spandrel:** In a wall system of arches, the area between the architraves of the arches and the entablature; in a skeletal frame building, the panels between the columns and the windows of each story.

23. **Turret:** A small tower, sometimes corbeled out from the corner of a building.
CLEARANCES
Originator: Cliff Strong
Division Head: Mark Pernossius
Dept. Head: Sam Ryan
Prosecutor: Royce Buckingham
Purchasing/Budget:
Executive: Jack Lowes

TITLE OF DOCUMENT:
2016 Critical Areas Ordinance Update
- Review of certain questions, comments, and suggestions by Council members related to Article 3, Volcanic Hazard Areas; Article 2, Administrative Provisions; and Article 7, Habitat Conservation Areas

ATTACHMENTS: (all current and past materials provided to the Council can be found at [http://www.whatcomcounty.us/2417/County-Council-Review](http://www.whatcomcounty.us/2417/County-Council-Review))
A. Staff memo to Council dated 4/3/17
B. Best Available Science Report 2016 (previously distributed)
C. Chapter 16.16 Draft Critical Areas Ordinance - 2016-06-09, PC adopted (previously distributed)

SEPA review required? (X) Yes ( ) NO
SEPA review completed? (X) 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.)
This is another workshop (in a series of many) on the proposed ordinance to amend Whatcom County Critical Areas Ordinance (CAO) (WCC 16.16) pursuant to RCW 36.70A.130(1). The Growth Management Act (RCW 360.70A) defines critical areas as wetlands, frequently flooded areas, fish and wildlife habitat conservation areas (including streams), geologically hazardous areas, and critical aquifer recharge areas. The purpose of this periodic update is to ensure that the CAO meets the GMA requirements, including consistency with the Whatcom County Comprehensive Plan, best available science, and state agency guidance updates. Numerous amendments are being proposed, though most of them pertain to correcting grammar, updating references to other documents or laws, clarifying and updating administrative procedures, etc. The County is also required to integrate the CAO provisions with its Shoreline Master Program (SMP). Whatcom County has done so by adopting the CAO by reference within the SMP (WCC 23.10.060(A)). This reference is also proposed to be amended.

COMMITTEE ACTION:
4/4/2017: Discussed and amended
4/18/2017: Discussed and amended

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).
Memorandum

TO: The Honorable County Council
   Jack Louws, County Executive

FROM: Cliff Strong, Senior Planner

THROUGH: Mark Personius, Asst. Director

DATE: April 20, 2017

SUBJECT: 2016 Critical Areas Ordinance Update
          County Council Review Workshop for May 2, 2017

On May 2, 2017 the Council will continue its review of the Critical Areas Ordinance Update.

Topics to be covered include review of questions, comments, and suggestions by Councilmembers related to:

- Article 3. Geologically Hazardous Areas
- Article 4. Frequently Flooded Areas
- Article 5. Critical Aquifer Recharge Areas
- Article 6. Wetlands
- Article 7. Habitat Conservation Areas

The issues listed herein are those remaining from the staff memo from your April 18th workshop that Council has not yet addressed.

To prepare for this meeting, please review this memo, the draft code, and the BAS Report Addendum. The yellow highlighted text in this memo indicates Council proposed edits.

(Councilmembers also have other suggestions for Article 5, Critical Aquifer Recharge Areas, and for Article 8, Conservation Program on Agriculture Lands, but we will review them at a later date.)
ISSUE 44. (Brenner) (Holdover from 4/4/17)
At Council’s 4/4/17 workshop, Council discussed Councilmember Brenner’s proposal for this section. No decision was reached, and Council asked staff to provide a clean version of it (i.e., without all the strikeout/underlines). Here it is:

16.16.350 Volcanic hazard areas — Standards.
B. Lahar Hazard Zones. Implement evacuation procedures and other emergency preparedness measures. Create a lahars warning system. All property owners within Lahar Hazard Zones will be notified of risks and will sign a Hold Harmless Agreement with the County. This will also be attached to title of property. All commercial buildings in Lahar Hazard Zones will have signage placed at entrances.

She also proposed some statements that staff suggested be put into the Findings of Fact if her proposal is accepted, to which she and the rest of the Council agreed.

The Council postponed this discussion, and Councilmember Browne made a motion, which passed, outlining what Council expects of lahars regulations. The motion was:

“The County’s primary responsibility with regard to lahars is to:
1. Warn property owners of the potential risks before they invest.
2. Monitor potential sources of the risk.
3. Include the risk within the County’s emergency management plan.
4. Warn people present of the risks that exist and alert them when a hazardous event is anticipated.
5. Provide clear guidance to persons present how to best evacuate the area when necessary.”

Staff Response: Staff would suggest that the only point in this motion that could/should become a CAO regulation is the first. This can be done by (1) keeping our volcanic hazard map current, updating it as new Best Available Science is available and continue to make it available online; and, (2) requiring a notice on title that a property is within a volcanic hazard area when someone applies for a permit. And pursuant to 16.16.265(B), this is already a requirement of the CAO. We could also require that for any new building permits issued for commercial or public uses signage be placed at entrances or other visible places (similar to Maximum Occupancy signs). This could help further point 4 of Councilmember Browne’s motion.

The rest of these items would need to be put on a work program, perhaps under Emergency Management. It would entail paying for (or helping pay for) monitoring equipment, revising our emergency management plan, installing community signage, and producing informational materials.

However, having heard clearly from Council as to their goals, staff has prepared yet another alternative that we hope captures what Council’s looking for.

• It allows all uses allowed per the property’s zoning district and expansion of nonconforming uses.
• For anything more than single-family residences, duplexes, accessory structures, and sewer lines, it requires a property specific Emergency Management Plan.
• And it requires that all uses put a notice on title that the property is in a volcanic hazard area (compliance with WCC 16.16.265).

In subsection (B), we’ve highlighted text for your consideration that would allow the requirement for an Emergency Management Plan to be waived if farther away from Mount Baker. This would mean that applicants farther away, say near Ferndale, wouldn’t need to prepare such a plan. We’ve left the travel time blank for Council to decide where that line should be.
16.16.350 Standards – Volcanic hazard areas.
A. Subject to WCC 16.16.320(A, B, and C) and WCC 16.16.265, the following uses are allowed in any volcanic hazard areas:
   2. Accessory structures not involving human occupancy.
   3. Sewer collection facilities, communication facilities, and other utilities that are not likely to cause harm to people or the environment if inundated by a lahar. Underground utilities such as pipelines shall be allowed if demonstrated through a geotechnical analysis to be sufficiently buried as to not likely be damaged by scour caused by a lahar.
   4. Agricultural and forestry uses not including human habitation.
B. Subject to WCC 16.16.320(A, B, and C) and WCC 16.16.265, the following uses may be allowed in volcanic hazard areas subject to the submittal and approval of a Volcanic Hazard Emergency Management Plan meeting the requirements of subsection (C); however, this requirement may be waived for properties located in an area with an estimated lahar arrival time of more than XXX minutes:
   1. Expansion of legal nonconforming uses meeting criteria of WCC 16.16.270 and WCC 20.83.
   2. All other uses allowed per the property’s zoning district.
C. Volcanic Hazard Emergency Management Plan. Where required by subsection A, a Volcanic Hazard Emergency Management Plan shall be submitted for approval and meet the following requirements:
   1. Is consistent with and integrated into a community emergency plan maintained by the Sheriff’s Office of Emergency Management.
   2. Includes an emergency evacuation plan showing that the proposed project is that is within walking distance to a legally accessible area outside of the lahar inundation zone in an amount of time less than the anticipated time that it takes a lahar to reach the site, ideally after the triggering of a lahar warning system. The County will maintain travel time projection maps to estimate lahar approach times.
   3. Is required to be updated and exercised every three years.
   4. Evacuation route maps must be posted on the premises.

ARTICLE 2. ADMINISTRATIVE PROVISIONS

ISSUE 50. (Brenner) (Tabled from 4/18/17)

16.16.230 Exempt activities.
The following activities as specified are exempt from the provisions of this chapter:
B. Maintenance of existing, lawfully established vegetation, landscaping, and gardens within a regulated critical area or its buffer, including, but not limited to, cutting, mowing lawns, weeding, removal of noxious and invasive species, harvesting and replanting of garden crops, pruning and planting of noninvasive ornamental vegetation or indigenous native species to maintain the general condition and extent of such areas; provided, that native growth protection areas, mitigation sites, or other areas protected via conservation easements or similar restrictive covenants are not covered by this exception.
Staff Response: This issue was tabled at your 4/18/17 workshop so that staff could prepare language based on Council’s direction. Here’s our suggestion:

B. Maintenance of vegetation, landscaping, and gardens existing on September 30, 2005, within a regulated critical area or its buffer, including, but not limited to, cutting, mowing lawns, weeding, removal of noxious and invasive species, harvesting and replanting of garden crops, pruning and planting of noninvasive ornamental vegetation or indigenous native species to maintain the general condition and extent of such areas; provided, that native growth protection areas, or other areas protected via conservation easements or similar restrictive covenants are not covered by this exception.

ISSUE 52. (Brenner)

16.16.235 Activities allowed with notification.
B. Activities allowed with notification:
   9. Routine maintenance of drainage channels/ditches on agricultural lands; provided, that all of the following are met:
      a. The maintenance is necessary to support ongoing agricultural operations;
      b. The maintenance activity does not expand the dimensions of the drainage channel beyond the original, lawfully established dimensions;
      c. The agricultural activities are conducted pursuant to an approved conservation farm plan prepared pursuant to WCC 16.16.290;
      d. The farm operator obtains a hydraulic project approval (HPA), if required, from the Washington State Department of Fish and Wildlife (WDFW) prior to the maintenance activity; and
      e. The farm operator provides a copy of the HPA to the technical administrator as part of the written notification. No other written notification is needed.

Staff Response: Staff is OK with deleting “ongoing” in subsection (a) and the sentence following (b). However, we oppose deleting “lawfully established” in subsection (b) because any ditches proposed to be expanded must go through both County and State review (WDFW at a minimum), and in some instances, Federal review. Yet someone could illegally expand a ditch when no one’s watching then claim that that was the original configuration. Anyone who’s expanded a ditch legally should have the documentation to show that they did so.

ISSUE 53. (Brenner)

16.16.240 Technical administrator and hearing examiner authority.
A. The technical administrator shall have the primary responsibility for reviewing development proposals for compliance with this chapter and is authorized to approve, deny, or condition permits in accordance with the standards set forth herein. The technical administrator shall also have the following authority:
   2. Authority to grant, condition, or deny reasonable use permits for single-family residential building permits residences proposed to be located outside of geologically hazardous areas within critical areas and/or their buffers if the permits do not satisfy the applicable regulations.
C. The Whatcom County hearing examiner is hereby vested with responsibility and authority to hear appeals and perform the following duties:
   2. Authority to grant, condition, or deny reasonable use permits for all non-single-family developments, except single-family building permits, affecting critical areas if permits do not satisfy the applicable regulations and for all developments in geologically hazardous areas.
D. In granting, revising, or extending a permit, the technical administrator, or hearing examiner, to the extent allowed by applicable laws, as appropriate, may attach such conditions, modifications, or restrictions thereto regarding...

**Staff Response:** Staff is unclear what the language added to (A)(2) or (C)(2) is intended to do: “Authority to grant, condition, or deny reasonable use permits... if the permits do not satisfy the applicable regulations?”

As for (D) the addition isn’t really necessary, as we can only condition as law allows. It doesn’t change anything to add it here, and is redundant.

**ISSUE 54. (Brenner)**

16.16.245 Interdisciplinary team.

A. The interdisciplinary team shall include the applicant and/or their technical representative, local, state, or federal agency or tribal representatives with expertise in the field if appropriate, and/or independent qualified professionals with expertise relating to the critical area issue.

**Staff Response:** Staff is neutral. It’s not really necessary, though, as this whole section is “if appropriate.” We would really only do something like this on large, complex projects.

**ISSUE 55. (Brenner)**

16.16.250 Submittal requirements and critical areas review process.

D. The technical administrator may waive the requirement for critical areas review under this chapter when he/she determines that all of the following conditions are met:

1. The proposed development activity is located on a parcel that received approval of a previous critical areas review within the prior 5 years, site conditions have not changed, and the applicable regulations have not substantively changed, and appropriate County permits were issued;

2. All critical areas on the parcel have been identified and delineated and the effects of the proposed development activity have been thoroughly considered in accordance with the most current regulations in effect at the time and Best Available Science regulations in effect at the time;

3. The activity is in compliance with all permit conditions including mitigating measures, as applicable, that were imposed as part of the prior review and there are no outstanding violations of conditions that were imposed as part of the previous review if a permit was obtained, the activity is in compliance with all permit conditions, including mitigating measures, as applicable, that were imposed as part of the prior review and there are no outstanding violations of conditions that were imposed as part of that review;

**Staff Response:**

(D)(1) – Staff recommends that Council not delete “and the applicable regulations have not substantially changed.” The reason is that Council (or the State) may at some point change the regulations, in which case we would think Council would want future developments to comply with those newer regulations. We’ve no issue with deleting “and appropriate County permits were issued.”

(D)(2) – Staff has no issue with this deletion.

(D)(3) - Staff has no issue with this change, and the grammar works better if “and appropriate County permits were issued” in (D)(1) is deleted.
ISSUE 61. (Brenner)

16.16.262 Watershed-Based Management Plans.
D. Watershed Based Management Plans shall be approved by the County Council by ordinance and appended to this chapter. The process for approval shall be as follows:
1. The plan shall be reviewed by the technical administrator to ensure compliance with the purposes of this chapter, the Whatcom County Shoreline Management Program (WCC Title 23), and with the comprehensive plan, and to ensure accuracy of the data and effectiveness of proposed management strategies. In making this determination the technical administrator shall consult with the State Departments of Fish and Wildlife, Ecology, Natural Resources if appropriate, and/or other local, state, federal, and/or, if appropriate, tribal agencies or experts.

Staff Response: Staff is neutral. It’s not really necessary, though, as this whole section is “if appropriate.” We would really only do something like this on large, complex projects.

ISSUE 63. (Brenner)

16.16.263 Mitigation Banking.
(B)(6) Following receipt of the recommendation, the County Council shall proceed with review in accordance with the procedures outlined in Chapter 20.88 WCC. The County council shall seek a final recommendation from the agricultural advisory committee if the proposal involves conversion of agricultural land. The county council shall seek a final recommendation from the agricultural advisory committee if the proposal involves conversion of agricultural land.

Staff Response: No need to reinsert this; it was stricken because (B)(3) (above) already states this (though we could strike “initial” in (B)(3) if that is Councilmember Brenner’s concern).

ISSUE 64. (Brenner)

16.16.265 Critical areas protective measures.
When an impact to critical area or a buffer has been proposed or a buffer will occur because of a proposed development, a standard buffer width has been altered, or mitigation is required, one or more of the following protective measure shall be applied:

Staff Response: Staff is neutral; they both mean the same thing (all impacts are “proposed” prior to the development being built).

ISSUE 65. (Brenner)

16.16.265 Critical areas protective measures.
B. Notice on Title. The owner of any property containing any critical area or buffer for which a development permit is about to be issued and for which the proposed development will impact a critical area or buffer shall record a notice with the County Auditor real estate records, in a format approved by the technical administrator, and provide a copy of the filed notice to the Planning and Development Services Department at the time the permit is issued. The notice shall state advise of the general presence of the an impacted critical area or buffer on the property, and the fact that limitations on actions in or affecting the critical area or buffer exist. The notice shall provide that restrictions on uses within the critical area exist until such time as the technical administrator approves a change in restriction and such approval is filed. This notice on title shall not be required for a development proposal by a public agency or public or private utility within a right-of-way or easement for which they do not have fee-simple title. This requirement may shall be waived by the
Technical Administrator for certain geologically hazardous areas if he finds that the risk is so low as to not warrant notification (e.g., old alluvial deposits), and/or if the technical administrator determines there will be no impacts to critical areas or buffers on the development site.

**Staff Response:** The proposed amendments here change the standard as to whether something is recorded on the title from having a critical area onsite to having an impacted critical area onsite. That's fine, if that's how Council wants to proceed, though it does mean that subsequent buyers wouldn't know that there are critical areas on the property prior to purchasing the property. It seems like it would be in the public's interest to know this before buying a property.

Additionally, this section seems to be contradictory to the proposed deletion of 16.16.260(C) & (E) (Issue 59, above), for even if it just applies to an impacted critical area onsite this section still says it needs to be recorded, though she's proposed deleting that requirement in the other two sections.

**ISSUE 68. (Donovan)**

Is 16.16.270(B)(2)(k) creating a new exemption (a new “reasonable use”?) Why allow new exemption for 2500 sq. ft. single family house?

**Staff Response:** No. If someone has a lot that's totally encumbered with critical areas, we must still allow the use of that property (otherwise it could be found to be a “regulatory taking”). Across the State, a single family residence is typically considered the least impactful use, and thus the most “reasonable” use to allow to impact a critical area. However, there have been many court and GMHB cases challenging jurisdictions attempt at limiting the house to the smallest size possible. The courts generally look to the sizes of homes in the neighborhood and lean toward a median home size as reasonable. The inserted language comes from PDS Policy PL5-85-001A, adopted and in use since 1985 as a guide to what a reasonable house size is in Whatcom County. However, also see Issue 67 regarding what that size might be.

**ISSUE 69. (Brenner)**

16.16.270 Reasonable use.

**B. Reasonable Use Standards.**

2. To qualify as a reasonable use, the technical administrator or hearing examiner, as appropriate, must find that the proposal is consistent with all of the following criteria:

1. **For single-family residences,** the maximum impact area shall be no larger than 2,500 square feet. This impact area shall include the residential structure as well as appurtenant development that are necessarily connected to the use and enjoyment of a single-family residence. These appurtenant developments include garages, decks, driveways, parking, utilities (exclusive of an on-site septic system), and all lawn and landscaping, with the following exceptions:
   
i. On lots outside of the shoreline jurisdiction, when an extended driveway is necessary to access a portion of a development site with the least impact on critical area and/or buffers, those portions of the driveway shall be excluded from the 2,500 square foot maximum impact area provided that the access road meets the standards of WCC 16.16.620(E) or 16.16.720(C), as applicable.

**Staff Response:** Staff had originally proposed 2,500 s.f. since it’s consistent with the Shoreline Management Program rule, and so we’d used it for years as a guideline for reasonable uses. However, the Natural Resources Supervisor now says that such inconsistency is OK, as the 2,500 s.f. rule would still apply in the shoreline jurisdiction, where lots tend to be smaller. In fact, he now believes that, given that
rural, non-shoreline lots tend to be much larger (5 & 10 acres), we could actually bump this up to 4,000 s.f. or 10% of the parcel size, whichever is smaller.

**ISSUE 70. (Donovan)**

*Subsection (C)(1)(a): Need clarity on this change. Why an exemption for single family homes?*

**Staff Response:** Most the changes here relate to separating out the reasonable use rules from the variance rules, which were moved into a new section (staff felt that the two mechanisms are different and each warrants its own section). The existing “exemption” for SFR from a reasonable use public hearing allows staff to process the permit and keep the cost lower for homeowners.

**ISSUE 74. (Brenner)**

**16.16.280 Appeals.**

A. Final permit decisions made by the technical administrator shall be subject to appeal in accordance with the procedures of Chapter 2.33 WCC and WCC Title 20; provided, that the applicant may request administrative review by the director of planning and development services prior to initiating a formal appeal process. Decisions of conditions applied to specific permits shall be subject to the appeal provisions for that permit. **A request to the director for an administrative review stays the appeal process.**

G. Any issue not raised in the original appeal filing is thereafter waived.

**Staff Response:**

Subsection (A) - Since the appeal hasn’t actually started, staff suggests that this read, "**A request for administrative review shall stay the time within which one must file an appeal until a decision on the review is issued.**"

Subsection (G) - Staff recommends against. This was proposed by staff so as to ensure all appeal issues are raised with the first appeal body in the appeal process. Eliminating it would mean that someone could appeal to the Hearing Examiner, not raise certain issues, then appeal to the County Council and add new issues, then appeal to the courts and add new issues. Normally in any appeal process the appellant must raise all issues up front so that each appeal body addresses the same issues.

**ARTICLE 3. GEOLOGICALLY HAZARDOUS AREAS**

**ISSUE 78. (Brenner)**

**16.16.310 Designation, mapping, and classification.**

(C)(1) **Landslide Hazard Areas.** Landslide hazard areas shall include areas potentially susceptible to landslides based on a combination of geologic, topographic, and hydrologic factors. They include any areas susceptible to mass movement due to any combination of bedrock, soil, slope (gradient), slope aspect, slope form (concave, convex, planar), geological structure, surface and subsurface hydrology, or other physical factors. **Landslide hazard areas shall also and include areas along which landslide material may be routed or which may be subject to deposition of landslide delivered material. Potential landslide hazard areas include but are not limited to the following areas.** Landslide hazard areas shall be further classified as follows:
16.16.375 Review and reporting requirements.
A. When County critical area maps or other sources of credible information indicate that a site proposed for development or alteration is, or may be, located within an active or potential geologically hazardous area, the technical administrator shall have the authority to require the submittal of a geological assessment report.

Staff Response: In both of these subsections, the proposed change deletes the term “potentially” or “potential” (used in reference to geohazardous areas). Staff is OK with this; however, it should be pointed out that this terminology was recommended by Dan McShane, a local geologist and member of the Citizens Advisory Committee. His argument was that in geologist terms, all geohazardous areas are only “potential” unless they’re in the act of actually moving. However, staff doesn’t believe that removing the term will have any effect on the code.

ISSUE 79. (Brenner)

16.16.320 Geologically hazardous areas — General standards.
B. Impact Avoidance. Impact avoidance measures shall include, but not be limited to if possible, locating the use/development outside of the hazard area, reducing the number, size or scale of buildings, driveways and other features; altering the configuration or layout of the proposed development; implementing special engineering methods for construction, drainage, runoff management etc.; foregoing construction of accessory structures; preserving native vegetation; and other possible protective measures as determined by an alternatives analysis. For some geologic hazards, impact avoidance may mean no development will be permitted or a property impact avoidance may not be possible. In those instances the applicant will be made aware of risks and will sign a “Hold Harmless” agreement with the county, which will also be attached to title of property.

Staff Response: Staff doesn’t have an issue with the first amendment (changing “but not be limited to” to “if possible,” as we don’t see that it will have an impact on the code.

Staff recommends against deleting, “impact avoidance may mean no development will be permitted on a property.” This line comes straight from the WAC. Deleting it could lead to development not only in lahar hazard areas, but in other geohazard areas, such as active landslides, known debris flows, or alluvial fans, as well.

Additionally, this change may be considered inconsistent with CompPlan Policy 10E-10, which states, “Require applicants for development permits located in natural hazard areas to provide development plans designed to minimize the potential to exacerbate the natural hazard as well as the risk of damage to property or threats to human health and safety. In natural hazard areas where engineering solutions cannot be designed to withstand the forces expected to occur under the design event of a particular natural hazard, or off-site adverse impacts to adjacent properties or ecosystems cannot be adequately mitigated, Whatcom County may deny development permits intended for permanent or seasonal human habitation as described in the Critical Areas Ordinance.” (emphasis added)

As to the last sentence about a hold harmless agreement, staff is OK with but recommends the following instead:

Where assessment by a qualified professional has shown that mitigation of the hazard or avoidance cannot fully eliminate the risk to human safety, the technical administrator may require the applicant to enter into a Release and Indemnification Agreement with the county, which will be attached to title of the property along with a Notice on Title for Regulated Critical Areas. The Release and Indemnification Agreement shall not substitute for the implementation of all reasonable mitigation measures.

9

290
ISSUE 82. (Brenner)

16.16.325 Landslide Hazard Areas — Standards.
A. General Standards. The following activities may be allowed in active landslide hazards areas when all reasonable measures have been taken to minimize risks and other adverse effects associated with landslide hazards, and when the amount and degree of the alteration are limited to the minimum needed to accomplish the project purpose:

1. Developments that will have no increase the threat to the health or safety of people and will not increase potential for landslides on or off the site and meet the reasonable use standards as set forth in WCC 16.16.270.

2. Access roads and trails that are engineered and built to standards that avoid minimize the need for major repair or reconstruction beyond that which would be required in non-hazard areas. Access roads and trails may be permitted only if the applicant demonstrates that no other feasible alternative exists, including through the provisions of Chapter 8.24 RCW. If such access through critical areas is granted, exceptions or deviations from technical standards for width or other dimensions and specific construction standards to minimize impacts, including drainage and drainage maintenance plans, may be required.

Staff Response: Both of these proposed amendments lessen the County’s ability to protect people from landslides.

ISSUE 84. (Brenner)

16.16.340 Seismic Hazard Areas — Standards.
Development may be allowed in seismic hazard areas when all of the following apply:

B. Public roads, bridges, utilities, and trails shall be allowed when there are no feasible alternative locations and geotechnical analysis and design are provided that ensure the minimize damage to roadway, bridge, and utility structures and facilities will not be susceptible to damage from seismically induced ground deformation. Mitigation measures shall be designed in accordance with the most recent version of the American Association of State Highway and Transportation Officials (AASHTO) Manual or other appropriate document.

As well as in:

16.16.345 Alluvial Fan Hazard Areas — Standards.
B. Roads, utilities, bridges, and other infrastructure when that are located and designed to prevent adverse impacts on critical areas and avoid the need for channel dredging or diking or other maintenance activities that have the potential to substantially degrade river and stream functions.

And:

16.16.355 Erosion hazard areas — Standards.
(A)(1) Developments that will have no minimize threat to the health or safety of people and will not increase the risks of alluvial fan hazards on or off the site and meet the reasonable use or variance standards as set forth in WCC 16.16.270.
Staff Response: Staff is neutral. Again, these amendments seem to lessen the County’s ability to protect from “ensure” or “prevent” to “reduce” or “minimize,” but on the other hand, it may be an unattainable goal to design infrastructure to “ensure the structures and facilities will not be susceptible to damage.”

ARTICLE 4. FREQUENTLY FLOODED AREAS

ISSUE 88. (Brenner)

16.16.430 Review and report requirements.
F. Critical areas assessment report requirements may be waived for single-family developments and structures accessory to agricultural uses when the technical administrator and the public works department determine that no minimal adverse impacts or risks to life, property, or ecological functions will occur.

Staff Response: Staff recommends against. Again, these amendments seem to lessen the County’s ability to protect and remove the ability to assess risks to life, property, or ecological functions. This would violate the FEMA BiOp and is not consistent with GMA or ESA.

ARTICLE 5. CRITICAL AQUIFER RECHARGE AREAS

ISSUE 89. (Brenner)

16.16.520 Critical aquifer recharge areas – General standards. In addition to the applicable general protective measures found in WCC 16.16.265, all development in a critical aquifer recharge area shall meet the following standards:
A. The proposed development will not cause significant contaminants contamination to enter the aquifer and will not significantly adversely affect the recharging of the aquifer in an adverse manner.

Staff Response: Staff recommends against. What constitutes “significant” contamination versus insignificant contamination?

ARTICLE 6. WETLANDS

ISSUE 99. (Brenner)

16.16.670 Review and reporting requirements.
(C)(2) When the proposed single-family dwelling and associated features are located outside the standard buffer required under WCC 16.16.630 (no encroachment), no assessment report shall be required. When the proposed single-family dwelling and associated features are located outside the standard buffer required under WCC 16.16.630 (no encroachment), no assessment report shall be required.

Staff Response: Reinserting this language isn’t really necessary, as per WCC 16.16.250 only projects that would potentially impact a critical area are required to submit an assessment. This language was proposed for deletion as it’s redundant.
ARTICLE 7. HABITAT CONSERVATION AREAS (HCA)

ISSUE 106. (Brenner)

16.16.700 Purpose.

C. Regulate development so that isolated populations of species are not created and habitat degradation and fragmentation are avoided/minimized, especially along riparian corridors.

Staff Response: Another instance of lessening the County’s ability to protect.

ISSUE 109. (Brenner)

16.16.710 Habitat conservation areas – Designation, mapping, and classification.

(C)(12) Species and Habitats of Local Importance. Locally important species and habitats that have recreational, cultural, and/or economic value to citizens of Whatcom County, including the following:

a. Species.

— The Department of Planning and Development Services is authorized to shall maintain a current list of Species of Local Importance as designated by the County Council. As of 2016 the list includes:

— Osprey;
— Turkey Vulture;
— Nooksack dace;
— Salish sucker;
— Osprey;

Staff Response: This deletion was already made by Council.

ISSUE 112. (Donovan)

What are the implications of the inserted “When pursuant to Article 2,” given that Article 2 would seem to expand administrative discretion?

16.16.720 General standards

The following activities may be permitted in habitat conservation areas and/or their buffers when, pursuant to Article 2, all reasonable measures have been taken to avoid adverse effects on species and habitats, any applicable Washington Department of Fish and Wildlife management recommendations have been applied, compensatory mitigation is provided for all adverse impacts that cannot be avoided, and the amount and degree of the alteration are limited to the minimum needed to accomplish the project purpose; provided, that locally important species and habitats shall be subject to WCC 16.16.730:

Staff Response: You will notice throughout the code that cross-references to other pertinent sections were added, basically as a reminder to readers to look at those sections as well. Even without them, those sections would apply; however, the Citizens Advisory Committee thought it would be helpful to add them.

At your workshop on 4/4/17, Councilmember Donovan asked if staff could provide language that more precisely identifies the sections in Article 2.
16.16.720 General standards
The following activities may be permitted in habitat conservation areas and/or their buffers when, pursuant to WCC 16.16.255 and 16.16.260, all reasonable measures have been taken to avoid adverse effects on species and habitats, any applicable Washington Department of Fish and Wildlife management recommendations have been applied, compensatory mitigation is provided for all adverse impacts that cannot be avoided, and the amount and degree of the alteration are limited to the minimum needed to accomplish the project purpose; provided, that locally important species and habitats shall be subject to WCC 16.16.730:

ISSUE 114. (Brenner)

16.16.720 Habitat conservation areas – General standards.
G. Stormwater conveyance or discharge facilities such as dispersion trenches, level spreaders, and outfalls may be permitted in a habitat conservation area buffer on a case-by-case basis when the technical administrator, with detailed written findings, determines that all of the following are met:

4. The discharge meets freshwater and marine state water quality standards, including the need to evaluate cumulative impacts to 303(d) impaired waterbodies and total maximum daily load (TMDL) standards as appropriate at the point of discharge. Standards should include filtration through mechanical or biological means, vegetation retention, timely reseeding of disturbed areas, use of grass-lined bioswales for drainage, and other mechanisms as appropriate within approved stormwater “special districts.”

Staff Response: This language was added by the Technical Advisory Committee, based on the argument that this is already a requirement of the federal Clean Water Act.
Lahars in Whatcom County

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Why Staff is Presenting So Much Information, as Well as Other Options?

At the Council’s first public hearing on the Critical Areas Ordinance (CAO) the majority of the public testimony (22 of 28 people) was geared toward swaying the Council not to amend the lahar regulations, or more precisely to not have such regulations. Council made a motion for staff to develop lahar regulations based on our tsunami regulations. Staff has done this (see “Option 1: A Lahar Code Based on the Tsunami Code,” page 7). However, staff doesn’t believe that Council has had the opportunity to fully understand the context of geologic hazards at Mt. Baker or the risks posed to Whatcom County residents. While Council does have the authority to adopt whatever rules they want, it is only after having such a public discussion (see “What Tahoma Audubon Society v. Pierce County Tells Us,” page 12). Thus, staff feels it incumbent to first present what is known about lahars prior to Council making such a decision.

It should also be noted that public testimony concerning the perception of risk posed by lahars appears to be based on individually held beliefs of risk tolerance. Emerging risk assessment methodologies are available that quantify both community and individual risk posed by geologic hazards. Proposed development is commonly evaluated according to community risk tolerances, which are commonly treated more conservatively, whereas individual risk tolerance is more typically employed in scenarios such as home expansions where the increased risk exposure is assumed by the individual and not society. In considering revised regulations Council should consider the potential increase to community risk posed by the adoption of revised volcanic hazard regulations. Toward this end staff is prepared to update Council on to strides made toward improved geologic hazard characterization since the 2014 Natural Resources Committee briefing, as well as provide recommendations for future improvements; some of which would have the added benefit of informing the revision of volcanic hazard area regulations.

History (How We Got to Where We Are on the Draft Code)

Staff had not planned on updating the volcanic hazard area code when we first started the CAO update as it hadn’t been identified as a problem, nor had the CAC or the TAC identified any egregious issues requiring revision. However, after we had finished reviewing the code with the TAC and CAC, a handful of prospective applicants for marijuana processing facilities made inquiries about properties they had identified as potentially suitable locations. Staff identified that the properties fell within a lahar hazard areas and that the use wouldn’t be allowed based on staff’s interpretation of the code, which states that only single-family residences and duplexes are allowed in lahar hazard zones (see “Existing CAO Language,” page 14). Potential applicants then went to the BIAWC for help, who stepped in to lobby for a change in the code.

Most existing larger scale or more intensive development in the LHZ’s appear to have been in existence prior to adoption of the original CAO and are therefore considered nonconforming uses to the CAO. Staff was also aware that USGS-published maps depicting areas of potential lahar inundation—which had previously been adopted as best available science—were not prepared at a scale appropriate for parcel-level analysis and could only be considered approximate. Staff therefore reached out to the
USGS, who acknowledged that an updated hazard map and publication was needed for Mt. Baker and that this work is currently under production.

Based on these considerations, staff was of the opinion that adoption of significantly revised volcanic hazard area standards—especially when updated hazard mapping was forthcoming—was not advisable. As a result, staff prepared amended volcanic hazard code language that allowed all uses per the underlying zoning, but with occupancy limits comparable to single-family residential uses as in the current code. The rationale of this approach was to accommodate additional uses in these areas but preclude sensitive uses or high concentrations of people until such time that updated hazard mapping and risk assessment could be used to propose more scientifically sound volcanic hazard area regulations, as explained below.

**Development of the Proposed Lahar Hazard Zones**

In response to the Planning Commission’s request for an amended volcanic hazard area code that would be less restrictive to uses in lahars, staff was tasked with researching lahars regulations in other Washington State counties. Of counties potentially impacted by lahars, Pierce County was found to have the most evolved, defensible ordinance.

The Pierce County ordinance is built around empirically-derived lahars travel-time estimates after the work of Pierson (1998)\(^1\). Regulations are established according to *travel time zones* based on increasing lahars arrival times with distance from Mt. Rainier. Additional use restrictions are then applied for designated *volcanic hazard areas*, which correlate to three distinct lahars designations of increasing hazard severity as well as pyroclastic flow hazard areas, each of which are interpreted by the USGS to have impacted, or to have the potential to impact areas within the respective *travel time zones* in the future.

Paramount to the Pierce County approach is the availability of accurate models published by the USGS of lahars inundation and pyroclastic hazard areas, which were used to delineate the respective *volcanic hazard areas*. In addition, Pierce County’s regulatory framework is benefited by the presence of a robust seismic network at Mt. Rainier that allows for early detection of increased magmatic activity, which may presage volcanic or lahars activity, as well as a lahars alert system triggered by acoustical flow monitors. The combination of monitoring, detection, and lahars alert justifies the establishment of Pierce County’s *travel time zones*.

In an attempt to devise regulations similar to Pierce County, staff generated travel-time estimates for potential lahars paths traveling down the Middle and North Fork Nooksack River valleys, respectively. A lahars traveling down the Middle Fork will arrive at the confluence of the Middle and the North Fork Valley sooner and arrival times downstream of the confluence are based on a Middle Fork Lahar. Travel times were estimated by two methods. The first used commonly observed lahars velocities, which are noted to decrease from high velocity in confined, steep-gradient valleys near the volcanic source to lower velocity as the lahars reaches the lowlands and the river becomes unconfined and gradient

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decreases. Lahar velocities of 50, 25, and 15 miles per hour were used for this effort. In addition, staff reached out to Dr. Tom Pierson, Cascade Volcano Observatory Research Scientist and author of the above-referenced paper, and requested assistance applying his methodology to a lahar at Mt. Baker. Dr. Pierson graciously provided staff with estimated arrival times at specific locations such as Glacier, Deming, and other key geophysical locations along the respective, potential lahar paths. These data were used to validate the arrival times determined by the former methodology, which were found to correspond well.²

In the North Fork Valley the town of Glacier lies well within Lahar Zone A, if delineated correlative to lahar zonation established in the Middle Fork Valley, where Lahar Zone A extends to the Mosquito Lake Bridge at the approximate 15 minute lahar arrival time. At the direction of the Planning Commission staff extended Lahar Zone B to the town of Glacier to allow for more uses within the established LAMIRD community and in recognition of the existing Resort-Commercial and Small Town Commercial zoning. This decision should be considered non-conservative, especially when compared to Pierce County regulations. In Pierce County the most proximal hazard zone extends to the 30 minute lahar arrival time in the Puyallup and Carbon River systems and the 60 minute lahar arrival time in the Nisqually and White River systems. Adoption of lahar hazard zonation as conservative as the Pierce County approach would extend the more restrictive regulations (Lahar Zone A) to Deming, or beyond.

In summary, it is Staff’s opinion that a number of key components are lacking in Whatcom County that make adoption of lahar regulations that mimic Pierce County’s currently inadvisable. While County Staff helped develop the Planning Commission’s proposed Volcanic Hazard code revision, staff is of the opinion that such an approach is problematic based on the following reasons:

a. **Absence of a lahar warning system or a reliable seismic network at Mt. Baker**
   In Pierce County and the Planning Commission’s proposed code revision, lahar regulations are applied with decreasing use restrictions according to increased lahar travel time. In the absence of detection and alert it cannot be assumed that evacuation will function as an effective means of hazard mitigation. This issue is further confounded by the need for a reliable seismic network that could offer early warning and allow for evacuation prior to initiation of a lahar.

b. **Non-conservative Lahar Hazard Zone Delineation**
   Were Whatcom County to adopt lahar hazard zones correlative to Pierce County the highest hazard zone (Lahar Hazard Zone A) should extend to Deming at the ~1 hour lahar arrival time. As proposed by the Planning Commission, Glacier is included in Lahar Hazard Zone B to allow for increased uses in an established community. This is highly non-conservative due to the very short lahar arrival time (<15 minutes) and the resulting inability to rely on evacuation as a form of mitigation, as well as the potential for smaller-volume, but higher frequency lahars impacts.

² It should be noted that Dr. Pierson’s travel times may be conservative as they are based on empirically-derived travel times for lahars averaging 10^7 million cubic meters in volume, which would be considered a very large, low recurrence event. Despite this conservative interpretation, Dr. Pierson urged caution with regard to the regulatory application of travel time zones in the absence of a lahar detection and alert system.
c. **Modeling and delineation of lahar hazards at Mt. Baker is currently outdated and generalized**. Pierce County regulations are benefited with accurate models of potential lahar inundation areas. In addition, lahar inundation models are available for lahars of varying magnitude and frequency, allowing further refinement of land use regulations. Such models for Mt. Baker are presently in production at the USGS and estimated to be available by 2019.

d. **Emergency preparedness and response plans rely on a robust Lahar Detection and Alert System**. Emergency planning, which could be considered a form of hazard mitigation, is severely hindered in the absence of the above-described lahar detection and alert system. While emergency plans are continually being updated and improved, until a detection and alert system is in place at Mt. Baker response plans are effectively reactive measures. Furthermore, a lahar detection and alert system would likely only be effective in areas such as Deming, and downstream, where sufficient time (~1 hour) would be available to use evacuation routes.

Due to the non-conservative nature of the lahar hazard zones and the absence of a monitoring and alert system, staff recommended to the Planning Commission that any regulations based on lahar hazard zones maintain very low occupancy limits for any new permitted uses along the North and Middle Forks of the Nooksack River (Lahar Zones A and B). Once updated lahar mapping and risk assessment is completed more tenable occupancy limits could be considered. Despite staff’s recommendation, and following much debate, the Planning Commission ultimately elected to support the Pierce County-based volcanic hazard code language, yet with significantly increased occupancy limits and fewer restrictions on sensitive uses. It should also be pointed out that the occupancy limits recommended by the Planning Commission are such that, with the exception of Lahar Hazard Zone A, uses within the established communities would likely be more limited by other zoning regulations, such as the floor/area ratios of the LAMIRDS, than the proposed volcanic hazard area regulations.

### What Do We Know About Lahars in Whatcom County?

Cynthia Gardner and Seth Moran with the USGS-Cascade Volcano Observatory (CVO) have graciously offered to attend the February 21 COTW workshop and present the geologic history and potential hazards at Mt. Baker. They will also review monitoring efforts currently being undertaken at other volcanic centers, both in the USA and abroad, and discuss paths forward at Mt. Baker for improved monitoring and hazard awareness. The CVO maintains on-line information about hazards at Mt. Baker, which can be found at the following url: [https://pubs.usgs.gov/fs/2000/fs059-00/](https://pubs.usgs.gov/fs/2000/fs059-00/).

### What State and/or Federal Emergency Response and Preparedness Efforts are Going On?

Dr. Gardner and Mr. Moran will present this information at the February 21 COTW workshop.

### Local Emergency Response and Preparedness Measures

Please see John Gargett’s “A Risk Based Planning Approach for Lahar and Volcanic Hazards in Whatcom County,” page 14.
Legal Requirements

Before we explore Council's options, the legal requirements of WAC 365-190, Geologically hazardous areas, should be reviewed. Following are the pertinent sections; the entire text is found under “WAC 365-190-120 Geologically hazardous areas” on page 26.

(1) Geologically hazardous areas. Geologically hazardous areas include areas susceptible to erosion, sliding, earthquake, or other geological events. They pose a threat to the health and safety of citizens when incompatible commercial, residential, or industrial development is sited in areas of significant hazard.

Section (1) basically says that geohazards pose a threat when “incompatible” development is sited in areas of “significant” hazard. However, neither of these terms is defined. Is incompatible development that which puts someone in harm's way, or that which worsens a risk, to either an individual property owner or to the larger community? And does Council consider lahars a significant risk? Or does Council find them an insignificant risk due to their low probability? Or are they significant due to the large consequences should one occur? Remember, lahar risk should be viewed on the basis of annual probability not an annual return period. The difference is that while they are infrequent events, the chances of one happening in any one year may be relatively small, but don’t change year to year.

Staff suggests that if Council wants to adopt minimal regulations, it would behoove you to find that lahars aren’t a significant hazard.

(2) Some geological hazards can be reduced or mitigated by engineering, design, or modified construction or mining practices so that risks to public health and safety are minimized. When technology cannot reduce risks to acceptable levels, building in geologically hazardous areas must be avoided. The distinction between avoidance and compensatory mitigation should be considered by counties and cities that do not currently classify geological hazards, as they develop their classification scheme.

Section (2) basically says that we must avoid development in geohazard areas if the risk can’t be mitigated. Staff suggests that if Council wants to adopt minimal regulations, it may be prudent to find that an early warning and evacuation plan is adequate mitigation. Of course, this presupposes that we have such a system in place, which may not be feasible for areas proximal to Mt. Baker such as Glacier.

(10) Other geological hazard areas:

(a) Volcanic hazard areas must include areas subject to pyroclastic flows, lava flows, debris avalanche, or inundation by debris flows, lahars, mudflows, or related flooding resulting from volcanic activity.

From section (10), it is clear that lahar hazard areas must be declared a volcanic hazard area, which the proposed code does. How we respond to that is up to Council.

Options for Council

Council has a variety of options, ranging from the least restrictive (allowing all new uses in Lahar Hazard Zones that could be permitted in accordance with the underlying zoning regulations) to the most
restrictive (restricting all new development except SFR). Something in between might be to allow most lower occupancy uses allowed by the zoning code, but regulate essential facilities, hazardous facilities, and higher occupancy uses, including special occupancies, and/or covered assemblies to some degree.

Staff has identified three options for Council to consider. Whichever option is chosen, Council would have to find that the risk posed to communities and future generations is acceptable in consideration of the potential hazards. Furthermore, a warning system, signed evacuation routes, and education could be added to any of these options, though would need to be funded.

As mentioned, pursuant to *Tahoe Audubon Society v. Pierce County* (page 12) Council has the sole authority to choose the level of risk our citizens are willing to accept, though it needs to be on the record as having had a thorough discussion and understanding of the potential risks of their decision.

**Option 1: A Lahar Code Based on the Tsunami Code (as per Council motion)**

At the public hearing, a motion was approved to “Request staff to bring forward a proposal to remove lahar language and insert language that says lahars will be treated like tsunami zones, with the same level of evacuation route planning and education.”

Thus, Council has asked for lahar regulations that mimic our tsunami regulations. In actuality, the existing tsunami hazard regulations direct the technical administrator to the volcanic hazard regulations. Adopting lahar regulations that mimic the tsunami regulations would just create a logic loop in the code. However, for this discussion, staff assumed the Council intended to let people build all allowed uses, and rely on emergency warning systems, emergency preparedness, and education, but with no other mitigation (e.g., building structures to withstand a lahar, which is considered unfeasible in areas subject to high velocity lahar flows as might be experienced as far down valley as Deming).

First there are a couple of differences between these types of hazards that we’d like to point out.

1. Geologic inference suggests that tsunamis have the potential to occur more frequently than lahars.
2. Tsunamis generated by large, Cascadia Subduction Zone earthquake would trigger early detection and alert systems currently in place.
3. A lahar warning system has not been established in Whatcom County.
4. We have signed evacuation routes for tsunamis but not for lahars.
5. Most development in tsunami hazard areas is single-family residential, which is allowed by current CAO geohazard regulations. Commercial or other uses would not be allowed without mitigation capable of reducing the risk posed to the proposed development.
6. We can mitigate for tsunamis. In tsunami hazard areas, we require that structures be built so that habitable spaces are above the expected height of the tsunami/flooding, that floodwater can pass through crawl spaces without significant structural damage, and that the foundation is designed to withstand the interpreted hydraulic and impact forces. No types of structural improvements are capable of mitigating or withstanding lahar impacts for much of the proximal lahar hazard area.
7. In the tsunami hazard areas land is available for development (i.e., located outside of tsunami hazard areas) within close proximity, allowing development to proceed largely unhindered by...
using avoidance as required by WCC 16.16.320(A). This is generally not the case for lahar hazard areas, especially in the foothills region where lahar hazards are interpreted to extend across the valley floor.

(8) And lastly, there is evidence that we may expect to experience an increased frequency of debris flows (sometimes used interchangeably for lahar) at Mt. Baker related to glacial retreat, as similar effects have been noted at Mt. Rainier, Mt. Hood, and other glaciated mountain ranges. While these events may not be as large as lahars, there is the potential for them to impact development relatively near the mountain, and with increased frequency and no warning. If a warning system were developed, ideally it would encompass this hazard also.

It should also be pointed out that the existing tsunami alert system (warning system, evacuation signage, and education) is not a CAO regulation, but something inherited by our Emergency Management Division of the Sherriff’s Office, who is developing a comprehensive AHABR system. Thus, if this is an approach the Council wants to implement (and planning staff supports installation of such a system, especially if the Council chooses not to limit development by regulatory means), then funds would need to be appropriated and the system would need to be set up.

Council should also consider whether they want to regulate any sort of sensitive land uses, such as emergency services, hospitals, schools, hazardous facilities, etc., in the lahar hazard zones. Assuming not (for the purposes of this memo), then below is the tsunami code, followed by a lahar regulation that mimics it, as Council has requested.

**Tsunami Code**

**16.16.365 Tsunami Hazard Areas – Standards.**
The standards of WCC 16.16.320 and 16.16.350 shall apply. **For development within tsunami hazard areas the proposed development shall be designed to provide protection for the tsunami hazard that meets the projected hazard on the Department of Natural Resources Tsunami Inundation Maps. For other low lying coastal areas not included on the inundation maps, development shall be designed to provide protection for debris impact and an inundation as determined by current Department of Natural Resource modeling unless other measures can be shown to provide equal or greater protection.**

**Lahar Code Based on Tsunami Code**

**16.16.350 Standards – Volcanic hazard areas.**
The standards of WCC 16.16.320 shall apply.

(The rest of the tsunami code (above in underline) couldn’t apply, as it has to do with building above the predicted flood height, which wouldn’t apply to lahars.)

In a nutshell, WCC 16.16.320, states (the complete text is found in the Draft Code):

- That new development should be located, engineered, and constructed to as to reduce risks and not increase hazard potential;
- That impacts should be avoided;
- That new development must be directed toward portions of a parcel that are not subject to, or at risk from, geological hazards;
• That critical facilities shouldn’t be constructed or located in geologically hazardous areas if there’s a feasible alternative location outside geologically hazardous areas that would serve the intended service population;

• That a qualified professional must review development proposals that occur in potentially geologically hazardous areas to determine the potential risk;

• That proposed development should be sited far enough from erosion and landslide hazard areas to ensure at least 100 years of useful life;

• That agricultural activities are be allowed within geologically hazardous areas, and,

• That subdivisions aren’t allowed in most geohazard areas.

Option 2: Planning Commission Recommendation
As mentioned above (Development of the Proposed Lahar Hazard Zones, page 2), staff had recommended a simpler set of regulations to the Planning Commission, but with the caveat that we revisit this section after we have the newer USGS data. However, they were interested in looking at other options so staff helped developed the current proposal. One of the benefits of this scheme is that it sets up 4 different Lahar Hazard Zones based on estimated travel time of a lahar, allowing us to tailor regulations in each of those zones based on potential risk (see Table 1). In essence, it sets up a regulatory system similar to Piece County’s, though without the detailed data.

However, as you well know, a number of people testified against this language at your first public hearing. The heart of the public opposition had to do with the proposed occupancy limits (shown in Table 1), and a perception that certain businesses wouldn’t be able to expand. However, we don’t believe those testifying saw, or understood, footnote 2 of that table, which states, “Maximum occupancies listed here may be increased per WCC 16.16.350(D).”
### Table 1: Volcanic Hazard Zone Standards

<table>
<thead>
<tr>
<th>Facility/Occupancy List</th>
<th>Use Allowances and Maximum Occupancies&lt;sup&gt;2&lt;/sup&gt;</th>
<th>Lahar Hazard Zone</th>
<th>Lahar Hazard Zone</th>
<th>Lahar Hazard Zone</th>
<th>Lahar Hazard Zone</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Lahar Hazard Zone</td>
<td></td>
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<tr>
<td></td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td></td>
</tr>
<tr>
<td>Essential Facilities</td>
<td>Prohibited</td>
<td>Prohibited</td>
<td>Allowed, subject to underlying zoning, but shall meet the requirements of 16.16.260 and 265.</td>
<td>Allowed, subject to underlying zoning</td>
<td></td>
</tr>
<tr>
<td>Hazardous Facilities</td>
<td>Prohibited</td>
<td>Prohibited</td>
<td>Allowed, subject to underlying zoning, but shall meet the requirements of 16.16.260 and 265.</td>
<td>Allowed, subject to underlying zoning</td>
<td></td>
</tr>
<tr>
<td>Special Occupancies</td>
<td>Prohibited</td>
<td>Allowed, subject to underlying zoning, with a maximum occupancy of 100.</td>
<td>Allowed, subject to underlying zoning, but shall meet the requirements of 16.16.260 and 265.</td>
<td>Allowed, subject to underlying zoning</td>
<td></td>
</tr>
<tr>
<td>Covered Assemblies</td>
<td>Prohibited</td>
<td>Allowed, subject to underlying zoning, with a maximum occupancy of 100.</td>
<td>Allowed, subject to underlying zoning, but shall meet the requirements of 16.16.260 and 265.</td>
<td>Allowed, subject to underlying zoning</td>
<td></td>
</tr>
</tbody>
</table>
| All other uses allowed by Title 20, Zoning | • *Within the Glacier LAMIRD*<sup>1</sup> - All other uses allowed by Title 20, with a maximum occupancy of 25.  
• *Outside the Glacier LAMIRD* - Limited to single-family residences and their accessory structures | All other uses allowed by Title 20, with a maximum occupancy of 100. | Allowed, subject to underlying zoning, but shall meet the requirements of 16.16.260 and 265. | Allowed, subject to underlying zoning |                   |

<sup>1</sup> See Article 9 for definitions of these facilities.  
<sup>2</sup> Maximum occupancies listed here may be increased per WCC 16.16.350(D).

**16.16.350(D) Technical Assessment and Review.** In zones A & B<sup>3</sup>, any project proposing a maximum occupant load greater than 25 shall be required to have a volcanic hazards assessment prepared by a qualified professional that includes recommendations for siting of improvements intending to avoid volcanic hazards and a volcanic hazard management and evacuation plan. In addition, the technical administrator shall have the authority to require such assessment for any project deemed subject to an elevated risk from volcanic hazards.

This section basically says that any of the occupancy limits may be raised if the applicant has a report done by a “qualified professional that includes recommendations for siting of improvements intending to avoid volcanic hazards and a volcanic hazard management and evacuation plan.” It appears that the public testimony given against the Planning Commission’s proposal was based on misinterpretation, as the proposed language would generally allow all development per the underlying zoning. Thus, contrary

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<sup>3</sup> C & D not listed since occupancy limits aren’t listed for those LIZs.
to their testimony, any of those business, schools, fire stations, etc. could expand as long as they put together an evacuation plan to get people out of harm’s way were a lahar to occur (and meet the other parts of the zoning code).

In summary, staff believes that the Planning Commission’s recommended language would work as a framework for future regulations, once better data is available, but doesn’t believe that it works with the occupant loads proposed, especially without a warning system in place. Staff’s original recommendation using the Piece County model would have maintained the existing lahar hazard area limits on occupancy and/or congregations of large numbers of people until the forthcoming USGS data could be used to adapt the proposed zonation based on a more accurate assessment of risk.

**Option 3: A Lahar Code Based on the Existing Lahar Code, with Some Modifications**

Given Council’s intent and staff’s concerns with Options 1 and 2, we have prepared a third alternative for consideration. The below language is based on our existing lahar code, but modified for clarity and brevity, to eliminate the concept of lahar hazard zones and occupancy limits, and to acknowledge existing, legal nonconforming uses, essential facilities, and cellular communication facilities. As you can see, it, too, would allow most uses but would require any land use of greater intensity or density than single-family residence and accessory structures to develop an emergency management and evacuation plan for their site, and for some uses to propose hazard mitigation measures.

**16.16.350 Standards – Volcanic hazard areas.**

A. **The following uses may be allowed in volcanic hazard areas subject to WCC 16.16.320(A, B, and C) and the provisions below:**

2. Accessory structures not involving human occupancy.
3. Sewer collection facilities, communication facilities, and other utilities that are not likely to cause harm to people or the environment if inundated by a lahar. Underground utilities such as pipelines shall be allowed if demonstrated through a Volcanic Hazard Assessment to not likely be damaged by scour caused by a lahar.
4. Expansion of legal nonconforming uses meeting criteria of WCC 16.16.270 and WCC 20.83, and subject to the submittal and approval of a Volcanic Hazard Assessment meeting the requirements of subsection B(1-3).
5. Essential facilities, subject to the submittal and approval of a Volcanic Hazard Assessment meeting the requirements of subsection B(1-3).
6. All other uses allowed per the property’s zoning district, subject to the submittal and approval of a Volcanic Hazard Assessment meeting the requirements of subsection B(1-4).

B. **Volcanic Hazard Assessment Requirements.** Where required by subsection A, a Volcanic Hazard Assessment shall be submitted for approval. Said assessment shall be prepared by a qualified professional or pertinent local, state, or federal agency and include the following elements:

1. A travel time analysis that determines the amount of time anticipated for a lahar to reach the proposed project site.
2. If available, a description of existing or proposed detection and notification systems installed and maintained by a public entity. Until detection and notification systems are available, provide information on available resources for volcanic hazard monitoring and emergency preparedness.

3. An emergency management plan for the facility that:
   a. Is consistent with and integrated into a community emergency plan maintained by the Sheriff’s Office of Emergency Management.
   b. Includes an emergency evacuation plan showing that the proposed project is that is within walking distance to a legally accessible area outside of the lahar inundation zone in an amount of time less than the anticipated time that it takes a lahar to reach the site, ideally after the triggering of a lahar warning system.
   c. Is required to be updated and exercised every three years.

4. Hazard mitigation measures deemed capable of withstanding lahar impacts and ensure life safety.

Summary

- Staff does not believe adopting regulations similar to the tsunami regulations is appropriate as it fails to provide sufficient mitigation for the interpreted hazards and would pose increased risk to our mountain communities. However, if after having this public discussion of risk Council wants to adopt regulations that allows higher occupancies and/or congregations of large numbers of people, staff suggests it would be prudent to find:
  o that lahars are not a significant hazard,
  o that an early warning and evacuation plan is adequate mitigation; and,
  o that the risk is acceptable.

- Though the Planning Commission’s recommended language provides a good framework for the future, once better data is available, staff does not believe that it works with respect to occupant loads proposed. Staff’s original recommendation using the Pierce County model would have maintained the current limits on occupancy and/or congregations of large numbers of people until the forthcoming USGS data could be used to adapt the proposed zonation based on an accurate assessment of risk.

- Staff believes the 3rd option, a modified version of our current regulations, is the best interim approach to protecting people and property from potential volcanic hazards until a volcanic hazard monitoring system and emergency management plan is implemented and forthcoming hazard mapping can be included.

- Staff believes a robust volcanic hazard monitoring system and emergency management plan is warranted.

- Staff believes that the regulations should be revisited after we’ve received and analyzed the new lahar modeling data and volcanic hazard report we expect from the USGS within the next couple of years.
What Tahoma Audubon Society v. Pierce County Tells Us
(CPSGMB Consolidated Case No. 05-3-0004c)
(The below text is verbatim from the decision.)

Tahoma Audubon Society challenged the provisions of Ordinance 2004-57s (Pierce County’s CAO) concerning “covered assemblies” in certain volcanic hazard zones. Park Junction Partners intervened on behalf of the County. Petitioner Tahoma Audubon argued that Pierce County failed to use the best available science in allowing 400-person occupancy in a lahar inundation zone that would be inundated within one hour of a lahar event, in a valley where no early warning system was feasible. Pierce County responded that risk assessment is a public policy choice which must be left to elected officials. Park Junction Partners asserted that Mount Rainier visitors “voluntarily choose to assume volcano-related risks” and that Pierce County was entitled to weigh the lahar risk against the economic goals of the County in encouraging tourism.

The Board found that the County had used best available science in mapping the lahar inundation zones and in calculating the time for lahars to reach locations within the inundation zones. The Board found that the GMA mandate to use best available science to protect the “functions and values” of critical areas – RCW 36.70A.172 – has no apparent application to volcanic hazard areas and that no other GMA provision appears to require the County to make human life and safety its paramount concern when adopting critical areas regulations. The Board determined that Petitioner Tahoma Audubon did not carry its burden of proving Pierce County’s action was non-compliant with the GMA. The Board agreed with the County that life-safety risk assessment is a public policy determination that rests with the moral conscience of elected officials, not with the Board. The Tahoma Audubon petition was dismissed.

This Board held that the state’s “minimum guidelines” (365-190 WAC) are not mandatory, only advisory. However, the Board also concluded, “If the county does not use [the minimum guidelines] ... it must explicitly identify those indicators it does use to satisfy the statutory analysis requirements.”

Pierce County’s regulations for volcanic hazard areas establish three sets of Lahar Inundation Zones based on the size of lahars as determined by the USGS – Case I, largest and least frequent, Case II, and Case III, most frequent but less destructive. Lahar travel times zones A, B, C, and D5 are based on the estimated time for a lahar flow to reach a specific area, adjusted for the availability of warning systems in the Puyallup River and Carbon River basins. No warning systems are practicable in the Upper Nisqually Valley because the likely source of lahars is too close to the population.

The County prohibits bonus densities in any of the volcano hazard areas. “Essential facilities” and “hazardous facilities” are also prohibited. (“Special Occupancy Structures” include schools, day care centers, nursing homes.)

4 “Essential facilities” are necessary to maintain life and safety functions, such as police and fire stations, emergency medical facilities.
5 “Hazardous facilities” house or support toxic or explosive chemicals.
In a Case II Lahar Inundation Zone, Travel Time Zone A, the occupancy of a “covered assembly” is limited to 100 persons unless the project proponent satisfies certain requirements, in which case the occupancy may be increased to 400. The special conditions involve providing for evacuation of all occupants to a safe height out of the lahar inundation zone in the time appropriate to the lahar travel time zone.

Tahoma Audubon claims that the County’s “covered assembly” occupancy allowance in Lahar Inundation Zones violates RCW 36.70A.010 because the “safety” of the state’s residents is not protected. However, the Board must look to sections of the statute that impose specific requirements because the Board’s jurisdiction is limited to “the requirements of this chapter....” The Board concurs with the County. RCW 36.70A.010 – Legislative findings – indicates general legislative intent but does not create specific duties enforceable by this Board.

The Board is persuaded that Pierce County used best available science to designate its volcanic hazard areas. The County also incorporated best scientific analysis in its regulations by differentiating land use allowances based on current mapping of lahar inundation zones and, in particular, the lahar travel times from likely sources high on the flanks of Mount Rainier to populated areas in the lowlands. In addition, new lahar early warning systems were designed and installed in two drainages – Puyallup River and Carbon River – through close collaboration between Pierce County staff and USGS volcanologists.

The Board finds no direct requirement in the GMA that would allow it to substitute its judgment for that of the Pierce County elected officials on this matter. The GMA defines geologically hazardous areas as areas that “are not suited to siting of... development consistent with public health or safety concerns,” [RCW 36.70A.030(9)], but there is no affirmative mandate associated with this definition except “protect the functions and values.” Petitioners have not persuaded the Board that the requirement to protect the functions and values of critical areas has any meaning with respect to volcanic hazard areas or that the GMA contains any independent life-safety mandate.

The Board agrees with Pierce County that land use policy and responsibility with respect to Mount Rainier Case II lahars – “low probability, high consequence” events – is within the discretion of the elected officials; they bear the burden of deciding “How many people is it okay to sacrifice?”
A Risk Based Planning Approach for Lahar and Volcanic Hazards in Whatcom County

John Gargett, Deputy Director, Division of Emergency Management, Whatcom County Sheriff’s Office

Whatcom County faces the potential for a variety of risk, safety and security, and emergency/crisis events from its coastal waters on the Salish Sea to its eastern border in the North Cascades. The risks and threats have been well documented in the 2016 Whatcom County Natural Hazard Mitigation Plan. The Mitigation Plan is used to help guide both land use and emergency planning efforts. The 2016 Whatcom County Comprehensive Emergency Management Plan addresses how Whatcom County will respond to a catastrophic event that affects the entire county.

While many of the natural hazard risks have been known and existed for years, the density of population in these risk areas has grown, the nature of the responsibility of Whatcom County government to provide a response has grown, and residents and users of these areas are expecting more of government.

The Federal Emergency Management Agency has been conducting an update to the risk map (RiskMap) for Whatcom County since 2011. The primary goal of the Federal Emergency Management Agency RiskMap program is to reduce the loss of life and property through an integrated community approach of Risk Based Emergency Planning. The preliminary results of this work were presented in January 2017 and the information is a valuable tool in helping Whatcom County develop a resilience strategy to the risks facing Whatcom County.

One of the rationales for Risk Based Emergency Planning in Whatcom County is that we are a diverse geological environment that has continued, and will continue, to change over time. Landslides, volcanic eruptions, lahars, mud flows, floods, earthquakes, tsunamis, wild fires, wind storms and severe weather are part of living in Whatcom County. The Whatcom County Natural Hazard Mitigation Plan is a living and active document that addresses many of these hazards from a comprehensive planning perspective, the results of should be incorporated into land use regulations. Mitigation efforts and land use regulations do have a positive impact on the effects of many of these hazards but they do not eliminate the hazard and are only a part of Risk Based Planning.

The Whatcom County Sheriff’s Office Division of Emergency Management is responsible for the Whatcom County Natural Hazard Mitigation Plan and Comprehensive Emergency Management Plan. The Whatcom County Sheriff’s Office Division of Emergency Management recognizes that there also must be site, hazard, and threat specific planning that builds beyond the base provided by the Natural Hazard Mitigation Plan and Comprehensive Emergency Management Plan. You cannot eliminate all risk through land use planning and you cannot have comprehensive planning apply to every risk. We must live in harmony with our natural environment and build a resilient community that ensures that
property rights, environmental protection, economic development, land use planning, and emergency management are balanced, and that the risks are understood, reasonable strategies employed, and communities protected.

Risk Based Emergency Planning recognizes that some areas in Whatcom County have unique risks that may require this balanced approach, and that it is not possible to mitigate all effects of a hazardous event. Risk Based Emergency Planning views the sub segments of a community as an ecosystem comprised of the natural environment, existing and proposed land use policies, emergency detection, warning and action plans. (See Figure 1)

![Risk Based Planning Methodology](image)

**Figure 1 - Risk Based Planning Methodology**

**Case 1: Risk Based Emergency Planning Applied to the Tsunami Threat in Coastal Whatcom County**

Tsunamis are a potential threat for our coastal communities here in Whatcom County, although arguably one of the lower threats. Winter Storms, Erosion, Severe Winds, and Tidal Overflow all occur regularly, have significant impact, and regularly cause damage to our coastal areas.

Beyond the Washington State Department of Natural Resources and National Oceanic and Atmospheric Administration Tsunami Hazard Map of the Bellingham Area⁶, there has been no published scientific

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information on the tsunami threat to Whatcom County. Even in the study one of the limitations is, "while the modeling can be a useful tool to guide evacuation planning, it is not of sufficient resolution to be useful for land-use planning"

Tsunamis are unquestionably a potential risk that must be planned for the coastal areas of Whatcom County. While there may be scientific debate about frequency, size, type, and other details related to the specific impacts, the Washington State Department of Natural Resources and National Oceanic and Atmospheric Administration Tsunami Hazard Map does suggest that the coastal areas of Whatcom County should plan for surge inundations of between three and five meters. There has been some additional modeling—expected to be published in 2017—that suggests the planning for a surge in Whatcom County could be between five and seven meters. The Risk Based Emergency Planning approach is shown in Figure 2.

![Figure 2 - Risk Based Planning for Tsunami's in Whatcom County](image)

What we do know about tsunamis in Whatcom County is that:

- The risk of a tsunami is real based on the best available science;
- There is a potentially significant impact on our coastal communities;
- There is an international warning system for regional or distant tsunamis;

- The building code requires mitigation for structures built in tsunami threatened Coastal Communities;

When the risk of tsunamis is considered against what Whatcom County has done, the results are generally that Whatcom County is not prepared for a tsunami because it has:

- No comprehensive coastal warning system;
- No Coastal Community specific emergency response plans;
- Never exercised its Whatcom County Comprehensive Emergency Management Plan for a tsunami;
- Held minimal, if any, training with Whatcom County departments, local fire districts, or regional partners on a tsunami response in the Coastal Communities of Whatcom County.

If a formal audit were conducted on the state of readiness of Whatcom County following a tsunami today, the summary would probably say that while Whatcom County was aware of the risk and did undertake some building standards, but it did not have a comprehensive warning system, had not done Coastal Community Emergency Planning, and was generally unprepared as shown in Figure 3.

Figure 3 – Possible Audit Outcome on Whatcom County Tsunami Preparedness

The fact that the Whatcom County Sheriff’s Office Division of Emergency Management has begun Risk Based Emergency Planning specifically for Tsunamis in 2017 would perhaps mitigate these shortcomings and be a positive factor in the final report since the work was underway.
Case 2: Jones Creek Landslide – A Risk Based Emergency Planning Success

Whatcom County has one of the largest landslide risk profiles in Washington State. The Jones Creek alluvial fan and associated deep-seated landslide in Acme is an example of effective Risk Based Emergency Planning. The 27-acre slide area in Jones Creek that is currently moving is not new or unique in the drainage. The town of Acme is built on the alluvial fan of Jones Creek, created by the outflow of previous slides over thousands of years. The Acme Elementary School is in the outflow area, as are most of the buildings (both commercial and residential) in the town of Acme. Jones Creek has had debris flows for thousands of years and will continue to experience them.

Because of the 2009 debris flow, as well as the work of Kerr Wood Leidal in 2003 on the slide, the community of Acme, along with Whatcom County, began a comprehensive look at how to live with the identified hazard. Whatcom County Public Works has engineered mitigation that should redirect potential flows away from Acme and is currently seeking funding to undertake additional work. Whatcom County Planning has incorporated the hazards into the process for new building permits. The Whatcom County Sheriff’s Office Division of Emergency Management has developed a response strategy in concert with Whatcom County Fire District #16, Whatcom County Public Works, Mt. Baker School District, and the Washington State Department of Natural Resources. The United States Geological Survey has placed a gauge on Jones Creek as a detection measure with funding from Whatcom County Public Works. Whatcom County Fire District #16 is responsible for early warning. The Whatcom County Sheriff’s Office Division of Emergency Management leads the ongoing review, update, exercising, and implementation of the emergency plan.

Figure 4 - Jones Creek Risk Based Planning
The Whatcom County Sheriff’s Office Division of Emergency Management has applied Risk Based Emergency Planning to Jones Creek; thus, Whatcom County is aware of the hazard and is addressing the hazard from all possible perspectives.

If a formal audit were conducted on the state of readiness of Whatcom County following a landslide at Jones Creek today, the summary would probably say that Whatcom County was aware of the hazard, had undertaken Risk Based Emergency Planning, incorporated the hazards into its land use planning, had a detection and warning system in place, had planned its response, and was undertaking mitigation activities. (See Figure 5.)

**Figure 5 – Possible Outcome on Whatcom Counties Preparedness for a Jones Creek Landslide**

**Case 3: Risk Based Emergency Planning Applied to the Volcanic and Lahar Threat in Whatcom County**

Mt. Baker is an active volcano and a threat for communities in Whatcom County, although, as with tsunamis, arguably one of the lower threats. Based on the Federal Emergency Management Agency RiskMap report, lahars are a clear risk in Whatcom County, “A lahar is a mudflow or debris flow from the slope of a volcano that originates from melted snow and ice. An eruption from Mount Baker could cause a lahar to follow the Nooksack River drainage and through portions of Ferndale. Mount Baker has erupted in the past and will erupt again. While the probability of an eruption is low, volcanic activity will cause massive destruction of property and probable loss of life. Volcanic activity that results in a debris flow could also cause flooding along the Nooksack River. There may be little warning for nearby populations to evacuate in the event of a lahar. An eruption could also trigger earthquakes and landslides (Whatcom County 2015).”
The United States Geological Survey, through the David A. Johnston Cascades Volcano Observatory, has studied and documented the potential hazards of Mt. Baker. These include Lava Flows, Pyroclastic Flows, Tephra, and Lahars. While all are potential threats to the general population of Whatcom County, Lahars present the largest threat to the Nooksack River communities, as shown in Figure 6.

Figure 6 - Lahar Hazard to Whatcom County

Lahars are a known documented hazard in Whatcom County and directly threaten communities along the Middle and North Forks of the Nooksack River, including the towns of Glacier, Maple Falls, and Deming. Lahars also could cause damage in the towns of Everson, Sumas, Lynden, and Ferndale. In the 2017 Federal Emergency Management Agency RiskMap Report, over 600 buildings in Ferndale are identified that may be at risk from Mt. Baker Lahars. According to the United States Geological Survey,

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6800 years ago there was a lahar (not caused by a volcanic eruption but rather a landslide) that is described where: “deposits in the Middle Fork indicate that the debris flow was at least 100 m (325 ft) deep as it moved downvalley. Deposits from this event can be traced from the Middle Fork to the main Nooksack River and as far downstream as Deming. Beyond Deming, these deposits are buried by river sediments; however, on the basis of the behavior of similarly sized cohesive debris flows at Mount Rainier and Mount St. Helens, it is likely that this debris flow continued downstream to Puget Sound.”

The lahar that occurred about 6800 years ago is not unique in the documented history of events from Mt. Baker. To ensure that the information on the hazards of Mt. Baker is well understood, the United States Geological Survey is in the process of updating the models for the potential effects of lahars from Mt. Baker. Other scientists have expressed their belief that the effects of lahars may be overstated, however, all agree that the threat does exist at least as far downstream as Deming.

Lahars are unquestionably a potential hazard with associated risks that must be planned for the Middle and North Fork of the Nooksack River drainages of Whatcom County. While there may be scientific debate about frequency, size, type, and other details related to the specific impacts, the United States Geological Survey, Washington State Department of Natural Resources, and both Whatcom County and Private Geologists do agree that Whatcom County should plan for lahars. In terms of the Risk Based Emergency Planning approach, this is shown in Figure 7.

![Figure 7 - Risk Based Planning for Lahar's In Whatcom County](image-url)
What we do know in Whatcom County about Lahars is that:

- The hazards and risk of lahars is real based on the best available science;
- There is a potentially significant impact on our riverine and mountain communities;

When the risk of lahars is considered against what Whatcom County has done, the results are that Whatcom County is not prepared for a Lahar because it has:

- Very limited detection;
- No Warning System
- No Mountain or Riverine community specific emergency response plans;
- Never exercised its Whatcom County Comprehensive Emergency Management Plan for a lahar or eruption of Mt. Baker;
- Held minimal, if any, training with Whatcom County departments, local fire districts, or regional partners on a lahar response in Whatcom County.

If a formal audit were conducted on the state of readiness of Whatcom County following a lahar today, the summary would probably say that Whatcom County was aware of the hazards and potential risks, but due to a lack of detection equipment, warning systems, Risk Based Emergency Planning, clear land use requirements, and limited mitigation efforts, was woefully unprepared (Figure 8).

![Diagram](image)

*Figure 8 – Possible Audit Outcome on Whatcom County Lahar and Volcanic Preparedness*

The fact that the Whatcom County Planning and Development Services has undertaken community based land use planning since at least 2005 and the Whatcom County Sheriff’s Office Division of
Emergency Management has begun planning for a 2018, lahar-based volcanic hazard full-scale exercise would perhaps mitigate for these short-comings and be a positive factor in the final report since the work was underway. It is critical for Whatcom County to demonstrate that it is aware of its hazards and potential risks and is addressing those risks from all possible perspectives.

Conclusion
Whatcom County needs to undertake Risk Based Emergency Planning for it volcanic and lahar hazards and associated risks as the density of population in these risk areas has grown, the nature of the responsibility of Whatcom County government to provide a response has grown, and the expectations of the residents and users of these areas are expecting more of government. Landslides, volcanic eruptions, lahars, and mud flows are realities of living in Whatcom County. You cannot eliminate all risk through land use planning alone and you cannot have comprehensive emergency planning that applies to every risk. We must live in harmony with our natural environment and build a resilient community that ensures that property rights, environmental protection, economic development, land use planning, and emergency management are balanced, that the risks are understood, reasonable strategies are employed, and communities are protected through Risk Based Emergency Planning.
Existing CAO Language

Article 3. Geologically Hazardous Areas

16.16.310 Designation, mapping and classification.
C. For purposes of this chapter, geologically hazardous areas shall include all of the following:
   4. Volcanic Hazard Areas. Volcanic hazard areas shall include areas subject to lava flows, pyroclastic flows, pyroclastic surges, mud flows, lahars, debris flows, debris avalanche, ash (tephra) clouds or ash (tephra) fall, lateral blast, ballistic debris, orflooding resulting from volcanic activity.

16.16.350 Standards - Volcanic hazard areas.
Development may be allowed in volcanic hazard areas; provided, that all reasonable measures have been taken to minimize risks and other adverse effects associated with volcanic hazards, and when the amount and degree of the alteration are limited to the minimum needed to accomplish the project purpose. For lahar inundation zones, the following activities shall be allowed as specified:
A. Developments that meet the reasonable use or variance standards and procedures as set forth in WCC 16.16.270.
B. Sewer collection facilities and other utilities that are located underground and not likely to cause harm to people or the environment if inundated by a lahar.
C. Critical facilities, as defined in subsection 1 of “critical facilities,” Article 8 of this chapter, of 50 or more persons may be permitted within lahar inundation zones subject to the conditional use permit requirements of Chapter 20.84 WCC; provided, that the following criteria are also met:
   1. The applicant demonstrates through submittal of a travel time analysis prepared by a qualified professional or local, state, or federal agency the amount of time that is anticipated for a lahar to reach the proposed project and evacuation route, together with a description of existing or proposed detection and notification systems to be installed and maintained by a public entity.
   2. The applicant has provided an emergency evacuation plan prepared by a qualified professional or local, state, or federal agency showing that the proposed project is located directly adjacent to a safety zone that is within walking distance in an amount of time less than the anticipated time that it takes a lahar to reach the site after the triggering of an alarm and notification.
D. Accessory structures not involving human occupancy shall be allowed.
E. Single-family developments and duplexes may be permitted in lahar hazard areas subject to WCC 16.16.320(A).

16.16.320 Geologically hazardous areas - General standards.
The following requirements shall apply to all activities in geologically hazardous areas:
A. Alterations shall be directed toward portions of parcels or parcels under contiguous ownership that are not subject to, or at risk from, geologic hazards and/or are outside any associated buffer established by this article.
16.16.800 Definitions.

"Critical facilities (essential facilities)" means buildings and other structures that are intended to remain operational in the event of extreme environmental loading from flood, wind, snow or earthquakes pursuant to the International Building Code (IBC), 2003 Edition. These include, but are not limited to:

1. Buildings and other structures that represent a substantial hazard to human life in the event of failure including, but not limited to:
   a. Buildings and other structures where more than 300 people congregate in one area;
   b. Buildings and other structures with elementary school, secondary school or day care facilities with an occupant load greater than 250;
   c. Buildings and other structures with an occupant load greater than 500 for colleges or adult education facilities;
   d. Health care facilities with an occupant load of 50 or more resident patients but not having surgery or emergency treatment facilities;
   e. Jails and detention facilities;
   f. Any other occupancy with an occupant load greater than 5,000;
   g. Power-generating stations, water treatment for potable water, wastewater treatment facilities and other public utility facilities not included in subsection 2 of this definition;
   h. Buildings and structures not included in subsection 2 of this definition containing sufficient quantities of toxic or explosive substances to be dangerous to the public if released.

2. Buildings and other structures designed as essential facilities including, but not limited to:
   a. Hospitals and other health care facilities having surgery or emergency treatment facilities;
   b. Fire, rescue, and police stations and emergency vehicle garages;
   c. Designated earthquake, hurricane or other emergency shelters;
   d. Designated emergency preparedness, communication, and operation centers and other facilities required for emergency response;
   e. Structures containing highly toxic materials as defined by IBC Section 307 where the quantity of the material exceeds the maximum allowable quantities of IBC Table 307.7(2);
   f. Aviation control towers, air traffic control centers and emergency air-craft hangars;
   g. Buildings and other structures having critical national defense functions;
   h. Water treatment facilities required to maintain water pressure for fire suppression;
   i. Power-generating stations and other public utility facilities required as emergency backup facilities for structures listed above.
Chapter 365-190 WAC Minimum Guidelines to Classify Agriculture, Forest, Mineral Lands, and Critical Areas

WAC 365-190-120 Geologically hazardous areas

(11) Geologically hazardous areas. Geologically hazardous areas include areas susceptible to erosion, sliding, earthquake, or other geological events. They pose a threat to the health and safety of citizens when incompatible commercial, residential, or industrial development is sited in areas of significant hazard.

(12) Some geological hazards can be reduced or mitigated by engineering, design, or modified construction or mining practices so that risks to public health and safety are minimized. When technology cannot reduce risks to acceptable levels, building in geologically hazardous areas must be avoided. The distinction between avoidance and compensatory mitigation should be considered by counties and cities that do not currently classify geological hazards, as they develop their classification scheme.

(13) Areas that are susceptible to one or more of the following types of hazards shall be classified as a geologically hazardous area:
   (a) Erosion hazard;
   (b) Landslide hazard;
   (c) Seismic hazard; or
   (d) Areas subject to other geological events such as coal mine hazards and volcanic hazards including: Mass wasting, debris flows, rock falls, and differential settlement.

(14) Counties and cities should assess the risks and classify geologically hazardous areas as either:
   (a) Known or suspected risk;
   (b) No known risk; or
   (c) Risk unknown—data are not available to determine the presence or absence of risk.

(15) Erosion hazard areas include areas likely to become unstable, such as bluffs, steep slopes, and areas with unconsolidated soils. Erosion hazard areas may also include coastal erosion areas: This information can be found in the Washington state coastal atlas available from the department of ecology. Counties and cities may consult with the United States Department of Agriculture Natural Resources Conservation Service for data to help identify erosion hazard areas.

(16) Landslide hazard areas include areas subject to landslides based on a combination of geologic, topographic, and hydrologic factors. They include any areas susceptible to landslide because of any combination of bedrock, soil, slope (gradient), slope aspect, structure, hydrology, or other factors, and include, at a minimum, the following:
   (a) Areas of historic failures, such as:
      (i) Those areas delineated by the United States Department of Agriculture Natural Resources Conservation Service as having a significant limitation for building site development;
      (ii) Those coastal areas mapped as class u (unstable), uos (unstable old slides), and urs (unstable recent slides) in the department of ecology Washington coastal atlas; or
(iii) Areas designated as quaternary slumps, earthflows, mudflows, lahars, or landslides on maps published by the United States Geological Survey or Washington department of natural resources.

(b) Areas with all three of the following characteristics:
(i) Slopes steeper than fifteen percent;
(ii) Hillsides intersecting geologic contacts with a relatively permeable sediment overlying a relatively impermeable sediment or bedrock; and
(iii) Springs or groundwater seepage.

(c) Areas that have shown movement during the Holocene epoch (from ten thousand years ago to the present) or which are underlain or covered by mass wastage debris of this epoch;

(d) Slopes that are parallel or subparallel to planes of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials;

(e) Slopes having gradients steeper than eighty percent subject to rockfall during seismic shaking;

(f) Areas potentially unstable as a result of rapid stream incision, stream bank erosion, and undercutting by wave action, including stream channel migration zones;

(g) Areas that show evidence of, or are at risk from snow avalanches;

(h) Areas located in a canyon or on an active alluvial fan, presently or potentially subject to inundation by debris flows or catastrophic flooding; and

(i) Any area with a slope of forty percent or steeper and with a vertical relief of ten or more feet except areas composed of bedrock. A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least ten feet of vertical relief.

Seismic hazard areas must include areas subject to severe risk of damage as a result of earthquake induced ground shaking, slope failure, settlement or subsidence, soil liquefaction, surface faulting, or tsunamis. Settlement and soil liquefaction conditions occur in areas underlain by cohesionless soils of low density, typically in association with a shallow groundwater table. One indicator of potential for future earthquake damage is a record of earthquake damage in the past. Ground shaking is the primary cause of earthquake damage in Washington, and ground settlement may occur with shaking. The strength of ground shaking is primarily affected by:

(a) The magnitude of an earthquake;

(b) The distance from the source of an earthquake;

(c) The type or thickness of geologic materials at the surface; and

(d) The type of subsurface geologic structure.

Other geological hazard areas:

(b) Volcanic hazard areas must include areas subject to pyroclastic flows, lava flows, debris avalanche, or inundation by debris flows, lahars, mudflows, or related flooding resulting from volcanic activity.

(c) Mine hazard areas are those areas underlain by, adjacent to, or affected by mine workings such as adits, gangways, tunnels, drifts, or air shafts. Factors which should be considered include: Proximity to development, depth from ground surface to the mine working, and geologic material.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES
Originator: D.H. 3/29/17
Division Head:
Dept. Head: 3/30/17
Prosecutor: 4/5/17
Purchasing/Budget:
Executive: 4/11/17

TITLE OF DOCUMENT: Resolution to sell Tax-Title property by public auction Reg. #TR2017-02

ATTACHMENTS: Map

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

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
The Property Management Committee recommends that the resolution be passed to effectively meet the legal requirement for the disposal following parcel.

Parcel # 370432.037424.0000 / PID 35580
GLENHAVEN LAKES DIV 4 LOT 22 BLK 22
TOWNSHIP 37 RANGE 04E SECTION 32

For no less than taxes, interest, penalties and foreclosure costs of $2,545.59

COMMITTEE ACTION:

COUNCIL ACTION:
4/18/2017: 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.
RESOLUTION NO.

TO SELL COUNTY TAX TITLE PROPERTY

REQUEST NO. TR2017-02

WHEREAS, RCW 36.35.120 allows the County to sell real estate acquired by tax foreclosure where it is found to be in the best interest of Whatcom County to sell the same; and,

WHEREAS, the Whatcom County Property Management Committee recommends that the resolution be passed to effectively meet the legal requirement for the disposal; and,

WHEREAS, RCW 36.35.120 requires the Council to establish the minimum price for said unit of property and to determine whether or not a contract will be allowed, or if it will be a cash price; and,

WHEREAS, the Whatcom County Code as well as the state law allows the County to reserve from the sale coal, oil, gas, gravel, mineral, ores, fossils, timber or other resources if the Council finds that it is in the best interest to reserve these;

NOW, THEREFORE, BE IT RESOLVED that it is in the best interest of the County to sell:

Parcel # 370432.037424.0000 / PID 35580
GLENHAVEN LAKES DIV 4 LOT 22 BLK 22
TOWNSHIP 37 RANGE 04E SECTION 32

For no less than taxes, interest, penalties and foreclosure costs of $2,545.59 to the highest and best bidder;

BE IT FURTHER RESOLVED that said price shall not be allowed under contract and shall be paid in either cash, certified check, or money order to the Whatcom County Treasurer at the time of sale; and,

BE IT FURTHER RESOLVED that said parcels shall be sold subject to restrictive covenants allowing for imposition of Community Association fees, if any, as set forth in Whatcom County Resolution No. 88-37; and,
BE IT FURTHER RESOLVED that this sale transfer to the owners all coal, oil, gas, gravel, minerals, ores, fossils, timber or other resources on or in said land and the right to mine for and remove the same in conformity with zoning regulations in force and effect; and,

BE IT FURTHER RESOLVED that the Whatcom County Treasurer is hereby directed to sell such property at not less than a certified price and said sale shall take place in accordance with the duties as established in RCW 36.35.120.

APPROVED this _______ day of ____________________, 2017.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair

APPROVED AS TO FORM:

Civil Deputy Prosecuting Attorney
### WHATCOM COUNTY COUNCIL AGENDA BILL

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**TITLE OF DOCUMENT:** Resolution to sell Tax-Title property by public auction Reg. #TR2017-03

**ATTACHMENTS:** Map

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

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**
The Property Management Committee recommends that the resolution be passed to effectively meet the legal requirement for the disposal following parcel.

Parcel # 370408.326046.0000 / PID 33383  
SUDDEN VALLEY DIV 28 LOT 47  
TOWNSHIP 37 RANGE 04E SECTION 08

For no less than taxes, interest, penalties and foreclosure costs of $2,527.86

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

4/18/2017: 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.
RESOLUTION NO.  
TO SELL COUNTY TAX TITLE PROPERTY  
REQUEST NO. TR2017-03

WHEREAS, RCW 36.35.120 allows the County to sell real estate acquired by tax foreclosure where it is found to be in the best interest of Whatcom County to sell the same; and,

WHEREAS, the Whatcom County Property Management Committee recommends that the resolution be passed to effectively meet the legal requirement for the disposal; and,

WHEREAS, RCW 36.35.120 requires the Council to establish the minimum price for said unit of property and to determine whether or not a contract will be allowed, or if it will be a cash price; and,

WHEREAS, the Whatcom County Code as well as the state law allows the County to reserve from the sale coal, oil, gas, gravel, mineral, ores, fossils, timber or other resources if the Council finds that it is in the best interest to reserve these;

NOW, THEREFORE, BE IT RESOLVED that it is in the best interest of the County to sell:

Parcel # 370408.326046.0000 / PID 33383
SUDDEN VALLEY DIV 28 LOT 47  
TOWNSHIP 37 RANGE 04E SECTION 08
For no less than taxes, interest, penalties and foreclosure costs of $2,527.86 to the highest and best bidder;

BE IT FURTHER RESOLVED that said price shall not be allowed under contract and shall be paid in either cash, certified check, or money order to the Whatcom County Treasurer at the time of sale; and,

BE IT FURTHER RESOLVED that said parcels shall be sold subject to restrictive covenants allowing for imposition of Community Association fees, if any, as set forth in Whatcom County Resolution No. 88-37; and,
BE IT FURTHER RESOLVED that this sale transfer to the owners all coal, oil,
gas, gravel, minerals, ores, fossils, timber or other resources on or in said land and the
right to mine for and remove the same in conformity with zoning regulations in force and
effect; and,

BE IT FURTHER RESOLVED that the Whatcom County Treasurer is hereby
directed to sell such property at not less than a certified price and said sale shall take
place in accordance with the duties as established in RCW 36.35.120.

APPROVED this ______ day of ______________________, 2017.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair

APPROVED AS TO FORM:

Civil Deputy Prosecuting Attorney
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**TITLE OF DOCUMENT:**
Appointment to Noxious Weed Control Board - Applicant: April Bader

**ATTACHMENTS:**
Application

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>( ) NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
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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 Board promotes education of the public concerning management of noxious weeds such as tansy ragwort, knapweed, purple loosestrife, knotweed and their impacts on natural resources. April Bader was nominated to represent the Whatcom County Noxious weed Board, District 3

**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.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: April Baden

Street Address: 58th-7 Seamount Dr.

City: Ferndale

Mailing Address (If different from street address): Same

Date: 4/10/17

Zip Code: 98248

Day Telephone: Evening Telephone: Cell Phone:

E-mail address:

1. Name of board or committee: Please see reverse: Whatcom County Noxious Weed Board

2. You must specify which position you are applying for. Please refer to vacancy list:

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.)

4. Which Council district do you live in? One Two Three Four Five

5. Are you a US citizen? Yes No

6. Are you registered to vote in Whatcom County? Yes No

7. Have you ever been a member of this Board/Commission? Yes No

If yes, dates:

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? If yes, please explain: Husband works at BP Cherry Point

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

I am currently a stay at home parent. I worked at WCC for 7 years prior to that. I am currently taking the Master Gardener training and also completed it in Colorado in 2000.

10. Please describe why you’re interested in serving on this board or commission: I enjoy everything gardening related and thought this board would be a great opportunity to be involved in my community and be knowledgeable about noxious weeds.

References (please include daytime telephone number): Rebecca Yezal 360-319-2677

Signature of applicant: April Baden

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.
DATE: April 10, 2017

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSION

WHATCOM COUNTY NOXIOUS WEED BOARD

I, April Baker, seek the nomination of District 3 for the term of four years to the WHATCOM COUNTY NOXIOUS WEED BOARD.

THE UNDERSIGNED NOMINATE April Baker TO REPRESENT THE WHATCOM COUNTY NOXIOUS WEED BOARD, DISTRICT 3, FOR THE TERM OF FOUR YEARS.

NAME          ADDRESS                      CITY          STATE  ZIP
1. Sabrina Huy 2127 Siddle Street #102 Ferndale WA 98248
2. Angela Castil 1735 Kaas Rd Ferndale WA 98248
3. Shuang Moeller 2443 Siddle St #102 Ferndale, WA 98248
4. Sunora Casperti 2722 Douglas Rd #4 Ferndale, WA 98248
5. Kelly Sullivan 6210 Church Rd Ferndale, WA 98248
6. Robin Osmundson 6350 Portal Way Unit C Ferndale, WA 98248
7. Sarah Wright 208y Dierect Ferndale WA 98248
8. Erin Coster 616 Apollo Pd. Ferndale, WA 98248
9. Reyna Dinger 5170 Portal Way Ferndale, WA 98248
10. Olivia M. Watson 7540 Aldergrove Rd Ferndale WA 98248
**TITLE OF DOCUMENT:** Appointment to the Whatcom County Agricultural Advisory Committee.

**ATTACHMENTS:** Application for Appointment from Melodie Kirk

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

County Executive Jack Louws requests confirmation of his appointment of Melodie Kirk to the Whatcom County Agricultural Advisory Committee.

**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.
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
Melodie

Last Name
Kirk

Date
4/19/2017

Street Address
4332 Minaker Rd

City
Sumas

Zip
98295

Do you live in & are you registered to vote in Whatcom County?
Yes

Do you have a different mailing address?
Field not completed.

Primary Telephone
360-739-7764

Secondary Telephone
Field not completed.

Email Address
mellyishisown@gmail.com

1. Name of Board or Committee
Agricultural Advisory Committee

Position applied for:
Agricultural Producer

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
Yes

3. Which Council district do you live in?
District 3

4. Are you a US citizen?
Yes
5. Are you registered to vote in Whatcom County? Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

Currently I am serving as Administrative Staff for Whatcom County Farm Bureau. I am employed as administrative assistant at a Whatcom County dairy farm, and my family owns and operates a sheep farm. I have also worked at two raspberry farms. I completed high school in 2011.

10. Please describe why you’re interested in serving on this board or commission

I am seeking to serve on the Ag Advisory Committee because I am passionate about agriculture policy in Whatcom County. Since I work on a large scale commercial dairy farm and with Farm Bureau I have a good understanding of our challenges.

References (please include daytime telephone number):

Mitch Moorlag (360) 354-5342 Edaleen Dairy General Manager Debbie Vander Veen (360) 319-9310 Veen Huizen Farms

Signature of applicant: Melodie Kirk

Place Signed / Submitted Lynden, WA
STATE OF WASHINGTON

WHATCOM COUNTY COUNCIL

AGENDA BILL

NO. 2017-150

CLEARANCES

 Originator:
Division Head:
Dept. Head:
Prosecutor:
Purchasing/Budget:
Executive:

SM 4/24/17

Date Received in Council Office

Agenda Date Assigned to:

May 2, 2017 Council

RECEIVED

APR 25 2017

WHATCOM COUNTY COUNCIL

TITLE OF DOCUMENT: Appointment to the Marine Resources Committee.

ATTACHMENTS: Application for Appointment; Recommendation memorandum from staff

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.)

County Executive Jack Louws requests the confirmation of his appointment of Glen Alexander to the Whatcom County Marine Resources 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.
TO: The Honorable Jack Louws, County Executive

THROUGH: Jon Hutchings, Director

FROM: Gary S. Stoyka, Natural Resources Manager
Austin Rose, Planner I

RE: Marine Resources Committee appointment recommendations

DATE: April 20, 2017

There is currently one position open on the Marine Resources Committee (MRC) due to the recent resignation of Mr. Bert Rubash who represented a Citizen-at-Large interest position. The Executive's Office forwarded three applications for that interest position currently open on the MRC.

It was decided at a previous MRC meeting by the full committee that the Executive Subcommittee would serve as a "Nominations" committee by reviewing applications and submitting recommendations. The MRC Executive subcommittee reviewed the applications forwarded by the Executive's office and recent applications kept on MRC files to choose an appropriate candidate to recommend for the open position.

The MRC Executive Subcommittee chose the applicant Mr. Glen Alexander to recommend for the open position. Mr. Alexander is aware of the Marine Resources Committees and the Northwest Straits Initiative from his employment as Education Coordinator at the Padilla Bay National Estuarine Research Reserve, where the Northwest Straits Commission is based. Mr. Alexander has a wealth of experience with education and outreach about the value of the Salish Sea and the importance of stewardship roles to protect and restore our marine environment.

Mr. Alexander is a recently retired Whatcom County resident who has the time to commit to the projects the MRC is involved with. His knowledge and motivation will be invaluable to the MRC as they continue to educate and involve local citizens in efforts to protect and enhance the marine health of Whatcom County.

If you have any questions regarding this recommendation, please contact Austin Rose at extension 6286.
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  Glen
Last Name    Alexander
Date         3/22/2017
Street Address  869 Reveille
City         Bellingham
Zip          98229
Do you live in & are you registered to vote in Whatcom County? Yes
Do you have a different mailing address? Field not completed.
Primary Telephone  360-927-2812
Secondary Telephone  360-647-2770
Email Address  glal1952@gmail.com

1. Name of Board or Committee
Marine Resource 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 1

4. Are you a US citizen? Yes

5. Are you registered to vote in Whatcom County? Yes
6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county? No

7. Have you ever been a member of this Board/Commission? No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education

I will retire May 1, 2017 as Education Coordinator at Padilla Bay National Estuarine Research Reserve in Skagit County. My job for the past 27 years had been to teach citizens about the importance of the Salish Sea, how their lives are dependent on the health of the estuary and about their stewardship role.

10. Please describe why you’re interested in serving on this board or commission

first, I feel it is my duty to do everything I can to preserve the health of the Salish Sea for my children and future generations. Secondly, my life has been so enriched by living in this part of the world and I have skills, knowledge and motivation to give something back to the place that I live.

References (please include daytime telephone number):

Bert Webber, 360-733-9078; Chris Moench, 360-734-9472; Wendy Scherrer, 360-715-2993

Signature of applicant:

Glen Alexander

Place Signed / Submitted

Bay View, Skagit County
EDUCATION

Master of Education in Environmental Education
Western Washington University, 4.0 G.P.A. (1995)

Bachelor of Arts in Education
Magna Cum Laude, Western Washington University (1987)
General Science Major, Elementary Ed. Minor

Washington State Teaching Certification
Endorsements for Science 4-12 and Elementary Classroom K-8

EMPLOYMENT HISTORY


Classroom Teacher - Lummi Tribal School (L.T.S.), Bellingham, WA (1988/89)

Substitute Teacher, Kindergarten through Grade 12, Whatcom County school districts (1987/88)

Teacher Aide - Bellingham Cooperative School (B.C.S.), Bellingham, WA (1972/77)

Gillnetter – Deck hand with Bert Webber and Thom McLaughlin, Point Roberts (1976/77)

Research Technician - Bellingham Bay Baseline Study, Huxley College at Western Washington University (1974/75)

AWARDS

- Puget Sound Hero Award from People for Puget Sound in 2004.
- Valued Service Award, National Estuarine Research Reserve Association, 2005
- Member of the Padilla Bay Education team, winner of Outstanding Marine and Aquatic Educators from Northwest Aquatic and Marine Educators Association in 2008
- Excellence in Environmental Education, WA Dept. of Ecology, 2011

PROFESSIONAL MEMBERSHIPS

Padilla Bay Foundation
Northwest Aquatic and Marine Educators
### WHATCOM COUNTY COUNCIL AGENDA BILL

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**TITLE OF DOCUMENT:**
Appointment to Drayton Harbor Shellfish Protection District - George Kaas

**ATTACHMENTS:**
Application

**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.)
Appointment to the Drayton Harbor Shellfish Protection District. Applicant: George Kaas. The purpose of this committee is to advise the County Council on the proposed actions and operations relating to the restoration of water quality in the Drayton Harbor watershed.

**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.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: George Kaas
Street Address: 4170 Main St, Bellingham
City: Bellingham
Mailing Address (if different from street address):
Day Telephone: 734-7353 Evening Telephone: 739-8914
E-mail address: qkaas@comcast.net

1. Name of board or committee—please see reverse:
   Draffon Harbor Shellfish Protection

2. You must specify which position you are applying for.
   Please refer to vacancy list.
   OPEN POSITION

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?
   (If applicable, please refer to vacancy list.)
   Yes (X) No ( )

4. Which Council district do you live in?
   ( ) One (X) Two ( ) Three ( ) Four ( ) Five

5. Are you a US citizen?
   Yes (X) No ( )

6. Are you registered to vote in Whatcom County?
   Yes (X) No ( )

7. Have you ever been a member of this Board/Commission?
   Yes (X) No ( )

   If yes, dates:

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?
   Yes (X) No ( )

   If yes, please explain:

9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county?
   Yes (X) No ( )

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
    I am involved in the shellfish industry and have been involved in shellfish production in Draffon Harbor and efforts to protect water quality.

11. Please describe why you're interested in serving on this board or commission:
    I would like to be involved in the continued development and protection of shellfish production as well as water quality safety.

References (please include daytime telephone number):

   Steve Seymour 312-7047
   Scott Ellis 332-6045

Signature of applicant:

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.
**WHATCOM COUNTY COUNCIL AGENDA BILL**  
**NO.** 2017-151

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<td>04/14/17</td>
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</table>

**TITLE OF DOCUMENT:**  
Amending Whatcom County Code Chapter 3.02.040 and Repealing Chapter 3.09 (Auditor Duties)

**ATTACHMENTS:**  
Ordinance & Memo

**SEPA review required?**  
( ) Yes  ( x ) NO  
**SEPA review completed?**  
( ) Yes  ( x ) NO  
**Should Clerk schedule a hearing?**  
( x ) Yes  ( ) NO  
**Requested Date:** 5/16/2017

**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 clarify duties being performed by the Auditor and those being covered by the audits done by the State Auditor, amended language is being proposed for WCC 3.02.040 and repealing Chapter 3.09 (regarding internal audits).

**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).
MEMORANDUM

To:       Whatcom County Council
From:     Debbie Adelstein, County Auditor
Date:     April 13, 2017
Re:       Proposed Ordinance re Auditor’s Duties

Attached is a proposed ordinance for amending code provisions with regard to duties performed by the county auditor. As we have discussed in a couple of instances, the county is no longer providing for internal audit functions as our current practice is to ask the State Auditor to review any requests in their annual audit performed onsite. Another service that the State Auditor performs is certification of the annual financial report as a part of that audit. I have confirmed with the State Auditor this is their understanding as well and they will continue to do this. (In discussion with the County Executive, we have determined that we will assign the role of the auditor in participating in the annual audit in a supervisory capacity along with Administrative Services providing facilitation of the information of the annual audit itself to the State Auditor, therefore fulfilling the Auditor’s charter assignments.)

I am requesting modification of WCC 3.02.040 to reflect this process and that WCC 3.09 – Internal Audit System be repealed.
ORDINANCE NO. _______

AMENDING WHATCOM COUNTY CODE
CHAPTER 3.02.040 and REPEALING CHAPTER 3.09

WHEREAS, Whatcom County Charter Section 3.52 states that the County Auditor “. . . shall audit County financial systems, records, and management procedures for compliance with recognized accounting principles and conformance to federal, state, and County laws, policies, and procedures . . .”; and

WHEREAS, the same Section 3.52 also states that the County Auditor “. . . shall insure the adequacy and standing of County finances through certification of an annual financial report”; and

WHEREAS, Whatcom County Code Chapter 3.02.040.B.6 provides for an internal audit function to be performed by the County Auditor’s Office; and

WHEREAS, Whatcom County Code Chapter 3.02.040.B.7 provides that certification of an annual financial report is a duty and obligation reserved to the County Auditor by the County Charter; and

WHEREAS, Whatcom County Code Chapter 3.09, Internal Audit System, provides for an internal audit system; and

WHEREAS, currently any requests to the County Auditor for audits of this kind and concerns about matters such as the County financial systems, records, and management procedures are referred to the Washington State Auditor’s Office; and

WHEREAS, the audit functions that are performed by the Washington State Auditor’s Office in the County’s annual audit now adequately cover these functions required of the County Auditor by County Charter and ordinances; and

WHEREAS, the cost of the annual audit performed by the State Auditor’s Office is significant, and should not be unnecessarily duplicated by further dedication of County resources to perform a function that is already being fulfilled by the state auditor’s work; and

WHEREAS, the certification of the annual financial report outlined in Chapter 3.020.040.B7 to be performed by the County Auditor is also included as a part of the annual audit performed by the Washington State Auditor’s Office, and
WHEREAS, these services are no longer required to be performed directly by
the County Auditor since they are adequately performed through the annual audit
performed by the Washington State Auditor's Office, and these particular functions
may properly be delegated by the County Auditor to the State Auditor's Office
through appropriate referral to and close coordination with that office;

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that
Chapter 3.02.040.B.6 and Chapter 3.02.040.B.7 shall be repealed and deleted from
the county code as set forth in attached Exhibit A;

BE IT FURTHER ORDAINED that Chapter 3.02.040.B be amended to add
new subparagraphs also as set forth in attached Exhibit A to reflect that the County
Auditor will facilitate provision and presentation of the information to the State
Auditor to conduct the annual audit and obtain certification of the annual financial
statement for the County; and

BE IT FURTHER ORDAINED that Chapter 3.09 in its entirety be repealed
and deleted from the County Code as set forth in attached Exhibit B.

ADOPTED this ____ day of _________, 2017.

ATTEST:

Dana Brown-Davis, Clerk of the Council

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Council Chair

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

APPROVED AS TO FORM:

Daniel L. Gibson

Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved    ( ) Denied

Date Signed:
Exhibit A

3.02.040 Reserved powers.

The following powers and duties granted by state statute or Whatcom County Charter provisions
are deemed not subject to the provisions of this chapter and are reserved as follows:

A. To the county treasurer:

1. All powers and duties with respect to tax collections and administration provided by state law.

2. All powers and duties with respect to the collection, disbursement and management of junior
taxing district funds, including the duties as treasurer as provided by state law.

3. All powers and duties with respect to the management, investment, and disbursement of
county funds.

B. To the county auditor:

1. All powers and duties with respect to voter rolls and records, canvassing and conducting,
supervising, or engaging in elections or related activities.

2. All powers and duties with respect to formation, incorporation, canvassing, verification,
boundary determination, organization, reorganization, dissolution or disincorporation of any
other municipal corporation or political subdivision within Whatcom County; or any other power
or duty not associated with the receipt or disbursement of funds of other municipal corporations
or political subdivisions.

3. All powers and duties with respect to the receiving, filing, or recording of documents of any
sort, and the taking of acknowledgments.

4. Receiving applications for, processing, administering, revoking, suspending, or otherwise
acting with respect to any license or permit issued by the county auditor including licenses and
permits issued by the county auditor acting as an agent for the state.

5. Repealed by Ord. 96-061.

6. Performing an internal audit function for county government as specified in Whatcom County
Code Chapter 3.09 Internal Audit System. Referring to the State Auditor's Office for scrutiny
those matters that fall within the ambit of the audit function of the County Auditor as set forth in
the Whatcom County Charter, and providing the coordination with that state office that is
necessary to achieve the purpose of that audit function.

7. Certification of an annual financial report (Ord. 96-061 Exh. A; Ord. 930042 Exh.E)
Certification of an annual financial report, which may occur through obtaining and ratifying the
certification of such report provided by the State Auditor's Office in its annual audit.
Exhibit B

Chapter 3.09
INTERNAL AUDIT SYSTEM

Sections:

3.09.010 Creation and purpose.
3.09.020 Administration.
3.09.030 Authority and functions.
3.09.040 Duties.
3.09.050 Timing, frequency and notification.
3.09.060 Reporting of audit results.
3.09.070 Severability.

3.09.010 Creation and purpose.
There is hereby established an internal audit system effective July 1, 1994. The purpose of this system is to provide an independent internal audit function to evaluate county programs and services to determine if those operations have been conducted in accordance with state statutes, county council policy, executive orders and financial internal control standards. To provide an effective audit, the internal audit system must be independent of both the operating and accounting departments. (Ord. 93-042 Exh. G).

3.09.020 Administration.
The county auditor shall have full authority and responsibility for the management of the internal audit system while taking direction regarding audit priorities from the county council. (Ord. 93-042 Exh. G).

3.09.030 Authority and functions.
The internal audit system shall be designed to provide audit services in accordance with generally accepted auditing standards. To these ends, all officers and employees of Whatcom County shall furnish information and records that the auditor may request as deemed necessary to further the purposes of this chapter. Such information and records shall be submitted in a timely manner and in such form as the auditor may specify. Internal audit system functions shall include the following elements:

A. Perform an internal operational and/or financial audit of all programs, services and accounts which come under the budgeting authority of the county.

B. Prepare an annual internal audit report for Whatcom County.

C. Representative samples of all claims against county funds may be audited at any time for control purposes. Sample sizes selected should be based on professional auditing standards with a due consideration of the risk factors involved.

D. Establish and maintain procedures for the internal audit function.

E. Perform such other duties as may be required to further the purposes of this chapter. (Ord. 93-042 Exh. G).
3.09.040 Duties.
The county auditor's office shall:

A. Supervise and administer the activities of the internal audit system.

B. Exercise all the powers and perform all the duties prescribed by ordinance with respect to the administration of the internal audit system.

C. Advise the county executive and the county council with respect to matters regarding internal audits conducted.

D. Appoint all officers and employees of the system in accordance with the rules of the county personnel system, and any other applicable laws and regulations.

E. Delegate functions and duties to other officers and employees of the county as deemed necessary to further the purposes of this chapter. Such delegation does not absolve the director of the responsibilities set forth in this chapter. (Ord. 93-042 Exh. G).

3.09.050 Timing, frequency and notification.
The timing and frequency of audits shall be at the discretion of the county auditor with the aim of auditing each program and service of Whatcom County over a five-year cycle. The county auditor shall request specific direction from the county council annually during the budget cycle regarding internal auditing priorities. The county auditor shall make prior arrangements with the head of each department subject to audit before conducting said audit except when fraud or wrongdoing is suspected. (Ord. 93-042 Exh. G).

3.09.060 Reporting of audit results.
Final audit reports on county programs and services shall be made to the county executive and to the county council. In all cases where audit findings are included in the audit report, the county auditor shall provide a reasonable time for review of the preliminary report by the head of the department that is the subject of the audit report. The affected department head shall respond in writing to the county auditor regarding the audit report. The department head shall respond with a corrective action plan directed toward the specific audit findings or in the case of a disagreement, with the reasons for disagreement with the findings in the report. The department head's response shall be included as an addendum to each audit report. (Ord. 93-042 Exh. G).

3.09.070 Severability.
If any provision of this chapter is held to be invalid, the remainder of the chapter shall remain in effect. (Ord. 93-042 Exh. G).
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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<td>Introduction</td>
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Division Head:

Dept. Head:

Prosecutor:

Purchasing/Budget:

Executive:

TITLE OF DOCUMENT:
Amendment No. 2 to Ordinance No. 2014-075 Establishing the Courthouse Building Envelope Fund and Establishing a Project Based Budget for the Courthouse Building Envelope Project

ATTACHMENTS:
1. Ordinance
2. Exhibit A
3. Memo
4. Supplemental Budget Request

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.)

Requesting Council approval for additional budget authority of $752,621 to be added to the project budget for the courthouse building envelope project.

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:       Jack Louws, Whatcom County Executive
           Whatcom County Council

FROM:    Tawni Helms, Administrative Coordinator

DATE:    April 18, 2017

SUBJECT: Amendment #2 to the Courthouse Building Envelope Project Budget

Requested Action:
We are requesting Council consideration and approval of the Courthouse Building Envelope Project Budget Amendment #2 which amends the project budget to include the $752,621 of EDI funding.

Background and Purpose:
On November 25, 2014 the Whatcom County Council authorized the creation of the Courthouse Building Envelope Project funded through the Real Estate Excise Tax 1. A contract with HKP Architects, LLP was entered into for the purposes of completing a conditional survey of the above-grade exterior envelope of the existing courthouse building and the results of the survey determined a multi-year repair and maintenance plan. Over the next two years the scheduled maintenance and repair costs are projected to be $2,427,809.

On March 21, 2017 the Whatcom Council authorized project budget amendment #1 which added the REET 1 source of funding increasing the original project budget by $1,675,188 as approved in the 2017-2018 budget process.

Project budget amendment #2 amends the project budget to include the portion of funding provided through the EDI Fund in the amount of $752,621 as approved during the 2017-2018 budget process. Full project budget authority will allow for the initiation of the competitive bidding process for this multi-year project.

Funding Amount and Source:
REET 1: $1,675,188 (authorized 3.21.17 through project budget amendment #1)
EDI: $752,621
$2,677,809

Please contact Tawni Helms at extension 5208, if you have any questions or concerns regarding the terms of this agreement.
PROPOSED BY: Executive
INTRODUCTION DATE: 05/02/2017

ORDINANCE NO. ________

AMENDMENT NO. 2 TO ORDINANCE NO. 2014-075 ESTABLISHING THE COURTHOUSE BUILDING ENVELOPE FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR THE COURTHOUSE BUILDING ENVELOPE PROJECT

WHEREAS, a contract with HKP Architects, LLP was entered into for the purposes of completing a conditional survey of the above-grade exterior envelope of the existing courthouse building; and

WHEREAS, the results of the survey determined the best course of action to be a comprehensive courthouse building maintenance schedule that would include several repairs to the exterior including removal and replacement of the existing roof, replacement of single pane windows replacement of cracked bricks and cleaning the existing Exterior insulation and finish systems (EIFS); and

WHEREAS, over the next two years the scheduled maintenance and repair costs are projected to be $2,427,809; and

WHEREAS, partial funding for this project from Real Estate Excise Tax Fund I (REET I) in the amount of $1,675,188 was previously approved on March 21, 2017, and

WHEREAS, additional funding of $752,621 from the Public Utilities Improvement Fund is needed to fully fund this project,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2014-075 is hereby amended by adding $752,621 of expenditure authority, as described in Exhibit A, to the amended project budget of $1,925,188, for a total amended project budget of $2,677,809.

ADOPTED this ___ day of ____________________, 2017.

ATTEST:

Dana Brown-Davis, Council Clerk

APPROVED AS TO FORM:

__/s/__________
Karen Z. Backes
Civil Deputy Prosecutor

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Barry Buchanan, Chair of the Council

( ) Approved ( ) Denied

Jack Louws, County Executive
Date: ____________________
### COURTHOUSE BUILDING ENVELOPE PROJECT

#### Project Budget Expenditures

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<td><strong>$752,621</strong></td>
<td><strong>$2,677,809</strong></td>
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</table>
TITLE OF DOCUMENT: Flood Control Zone District and Subzones 2017 Supplemental Budget Request #2

ATTACHMENTS: Resolution, Memoranda and Budget Modification Requests

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.)

Supplemental #2 requests funding from the Flood Control Zone District Fund:

1. To appropriate $17,850 in Natural Resources to fund Phase IV Lynden-Everson-Nooksack-Sumas Groundwater Model QAPP.

COMMITTEE ACTION:

BOARD OF SUPERVISORS 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.
RESOLUTION NO. __________
(A resolution of the Whatcom County Flood Control Zone District Board of Supervisors)

AMENDMENT NO. 2 OF THE 2017 BUDGET

WHEREAS, the 2017 budget for the Whatcom County Flood Control Zone District and Subzones was adopted November 22, 2016; and,
WHEREAS, changing circumstances require modifications to the approved 2017 budget; and,
WHEREAS, the modifications to the budget have been assembled here for deliberation by the Board of Supervisors,

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Flood Control Zone District Board of Supervisors that the 2017 budget as approved in Resolution 2016-046 is hereby amended by adding the following additional amounts to the budgets included therein:

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<td>17,850</td>
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ADOPTED this ___ day of ____________________, 2017

WHATCOM COUNTY FCZD
BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Board of Supervisors

APPROVED AS TO FORM:

Civil Deputy Prosecutor
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<td>To fund Phase IV Lynden-Everson-Nooksack-Sumas Groundwater Model QAPP</td>
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<td><strong>Total Supplemental</strong></td>
<td>17,850</td>
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MEMORANDUM

TO: Jack Louws, County Executive for the Flood Control Zone District

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary Stoyka, Natural Resources Manager

DATE: April 14, 2017

RE: Supplemental Budget Request

Requested Action

The Public Works Natural Resources Division is requesting supplemental budget authority for FY 2017 to prepare a Quality Assurance Project Plan (QAPP) for Phase 4 of a numerical groundwater modeling project for the Lynden-Everson-Nooksack-Sumas area of Whatcom County.

In February 2017, the Flood Control Zone District Board of Supervisors (BOS) approved a supplemental budget request in the amount of $143,676, which along with $175,000 in the 2017 Natural Resources budget, provided the total estimate cost of $318,676 for completion of the Phase 4 of the modeling project. The supplemental budget request included $100,000 in funding from the Whatcom PUD #1 that consisted of pass-through grant funding from the Washington Department of Fish & Wildlife (WDFW) for this project. The grant agreement between the PUD and WDFW was finalized in April 2017. The grant agreement requires the preparation of a QAPP for the numerical modeling which was not included in the February 2017 cost estimate. The cost estimate for the preparation of the QAPP is $17,850. This supplemental budget request provides the funding to prepare the QAPP and allow the FCZD to receive the $100,000 in grant funding from the PUD to complete Phase 4 of the groundwater model. This budget request brings the total cost to complete Phase 4 of the groundwater modeling project to $336,526.

This request is for funding is from the Flood Control Zone District fund balance.

Please contact Gary Stoyka at extension 6218, if you have any questions or concerns regarding this request.

Attachment
Supplemental Budget Request

Status: Pending

Public Works

<table>
<thead>
<tr>
<th>SuppID #</th>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>2272</td>
<td>169</td>
<td>169121</td>
<td>Gary Stoyka</td>
</tr>
</tbody>
</table>

Expenditure Type: One-Time
Year 2017
Add'l FTE □ Add'l Space □ Priority 1

Name of Request: Phase IV LENS Groundwater Model QAPP

X
Date: 4/14/17

Department Head Signature (Required on Hard Copy Submission)

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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</thead>
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<tr>
<td></td>
<td>6630</td>
<td>Professional Services</td>
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</tr>
<tr>
<td>Request Total</td>
<td></td>
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<td>$17,850</td>
</tr>
</tbody>
</table>

1a. Description of request:

This SBR will provide funding for the preparation of a QAPP for Phase IV of the Lynden-Everson-Nooksack-Sumas (LENS) groundwater modeling study. Phase IV consists of the construction of the numerical computer model and is the final phase of the project. The first three phases were funded by the WRIA 1 Joint Board. Following the dissolution of that Board in 2016, the Flood Control Zone District has agreed to provide the funding to complete the model. The LENS groundwater model will provide information that is vital to finding a solution to some of the County’s water resources challenges including finding legal water for agriculture and in dealing with the recent Supreme Court Hirst decision regarding the use of exempt wells in the County. The Whatcom PUD#1 is providing $100,000 in funding to the project from a grant from the Washington Department of Fish & Wildlife (WDFW). The final grant agreement with WDFW was just recently completed. The terms of the grant agreement require the preparation of a Quality Assurance Project Plan (QAPP) for the work. The cost of preparation of the QAPP is estimated to be $17,850. Preparation of a QAPP was not included in the original cost estimate. Funding to prepare the QAPP will allow the Flood Control Zone District to receive $100,000 in grant funding for the project.

1b. Primary customers:

Residents and businesses in Whatcom County particularly including the agricultural community and rural landowners, but also including cities, water districts and associates, local tribes, and habitat restoration advocates.

2. Problem to be solved:

The people of Whatcom County face an array of challenges related to water resources including finding legal sources of water for agriculture, water for cities and water districts for development, rural landowners, and finding enough water to support fish. Some of these problems have been elevated to crisis levels with recent legal action by local tribes and several recent court decisions regarding water rights. Whatcom County elected officials have given direction to staff to support finding solutions to these water problems through cooperative engagement with other parties primarily including members of the WRIA 1 Joint Board. The LENS groundwater model will provide insight on the interaction between groundwater and surface water over much of the ag and rural lands of Whatcom County which is information that is crucial to finding solutions to these water problems. The first three phases of the modeling project have been completed and were funded by the WRIA 1 Joint Board. The WRIA 1 Joint Board dissolved in 2016 and thus, is no longer able to fund Phase 4. Completion of the groundwater modeling project is a high priority for many water interests in the County. This SBR provides the funding necessary to complete the QAPP and thus the groundwater modeling project as soon as possible.

3a. Options / Advantages:

The WRIA 1 Joint Board funded the first three phases of the project; but has since dissolved. The Whatcom PUD was successful in securing a $100,000 grant to cover a significant portion of the remaining

Friday, April 14, 2017

Rpt: Rpt Suppl Regular
funding need. Other local agencies with an interest in water resources issues have been approached to provide the remaining funding, but no funding was identified. The contractor was asked to try to absorb the cost for the QAPP, but was not able to do that. Consequently, this SBR seeks $17,850 from the Flood Fund to prepare a QAPP and expedite the completion of the project.

3b. Cost savings:

4a. Outcomes:
   This project will provide information regarding the interaction of surface and groundwater in a large portion of the County facing water resources issues, which will aid in finding solutions to these problems. Phase IV is anticipated to take 12 to 18 months.

4b. Measures:
   Completion of the QAPP and approval from the Department of Ecology on behalf of WDFW.

5a. Other Departments/Agencies:
   The County will be working closely with the City of Bellingham, Whatcom PUD, Lummi Nation, Nooksack Indian Tribe, Bertrand WID, and Department of Ecology on this project.

5b. Name the person in charge of implementation and what they are responsible for:
   The Whatcom PUD will be responsible for management of the WDFW grant.

6. Funding Source:
   Flood Control Zone District Fund (169121)
TITLE OF DOCUMENT: 2017 Supplemental Budget Request #5

ATTACHMENTS: Ordinance, Memoranda & Budget Modification Requests

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

Supplemental #5 requests funding from the General Fund:
1. To appropriate $50,000 in Health to fund Mental Health Block Grant program.
2. To appropriate $165,000 in Health to fund marijuana substance use disorder prevention program.
3. To appropriate $10,000 in Health to fund public health emergency preparedness program.

From the Whatcom County Jail Fund:
4. To appropriate $26,050 to fund a Forest Service crew vehicle.
ORDINANCE NO.
AMENDMENT NO. 5 OF THE 2017 BUDGET

WHEREAS, the 2017-2018 budget was adopted December 6, 2016; and,
WHEREAS, changing circumstances require modifications to the approved 2017-2018
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 2017-2018
Whatcom County Budget Ordinance #2016-068 is hereby amended by adding the following
additional amounts to the 2017 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 - Health Department</td>
<td>225,000</td>
<td>(260,000)</td>
<td>(35,000)</td>
</tr>
<tr>
<td>Whatcom County Jail Fund</td>
<td>26,050</td>
<td>-</td>
<td>26,050</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>251,050</td>
<td>(260,000)</td>
<td>(8,950)</td>
</tr>
</tbody>
</table>

ADOPTED this ____ day of _________________, 2017.

ATTEST:

Dana Brown-Davis, Council Clerk

Barry Buchanan, Chair of the Council

APPROVED AS TO FORM:

Jack Louws, County Executive

Date: ______________________

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
<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>
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<tbody>
<tr>
<td><strong>General Fund</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health</td>
<td>To fund Mental Health Block Grant program.</td>
<td>50,000</td>
<td>(50,000)</td>
<td>-</td>
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<tr>
<td>Health</td>
<td>To fund marijuana substance use disorder prevention program.</td>
<td>165,000</td>
<td>(200,000)</td>
<td>(35,000)</td>
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<tr>
<td>Health</td>
<td>To fund public health emergency preparedness program.</td>
<td>10,000</td>
<td>(10,000)</td>
<td>-</td>
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<tr>
<td><strong>Total General Fund</strong></td>
<td></td>
<td>225,000</td>
<td>(260,000)</td>
<td>(35,000)</td>
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<tr>
<td><strong>Whatcom County Jail Fund</strong></td>
<td>To fund Forest Service crew vehicle.</td>
<td>26,050</td>
<td>-</td>
<td>(70,000)</td>
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<tr>
<td><strong>Total Supplemental</strong></td>
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<td>251,050</td>
<td>(260,000)</td>
<td>(105,000)</td>
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</table>
Supplemental Budget Request

Status: Pending

Health

Suppl ID # 2266  Fund 1  Cost Center 671100  Originator: Patty Proctor

Expenditure Type: One-Time  Year 1 2017  Add'l FTE  Add'l Space  Priority 1

Name of Request: NSBHO-Mental Health Block Grant

Department Head Signature (Required on Hard Copy Submission)  Date 4/3/17

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
<td></td>
<td>4333.9395</td>
<td>Comm Mental Health Svcs</td>
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<td></td>
<td>6610</td>
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<tr>
<td>Request Total</td>
<td></td>
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<td>$0</td>
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1a. Description of request:
North Sound Behavioral Health Organization has awarded an additional $50,000 in funding from the federal Mental Health Block grant. The funds are used for supportive services to Medicaid eligible clients. The county will administer programs and services focused on housing supports.

1b. Primary customers:
Medicaid eligible individuals who are living with mental illness.

2. Problem to be solved:
Additional supports are required to help individuals attain and retain active recovery.

3a. Options / Advantages:
These additional funds to our community provide opportunities for supportive housing.

3b. Cost savings:
Actual dollar savings are unknown at this time.

4a. Outcomes:
Recipients of service will attain housing stability and connect to community health services.

4b. Measures:
To be determined.

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, Federal Mental Health Block Grant

Tuesday, March 28, 2017  Rpt: Rpt Suppl Regular
Supplemental Budget Request

Status: Pending

Expenditure Type: One-Time
Year 1 2017
Add'l FTE ☐ Add'l Space ☐ Priority 1

Name of Request: NSBHO- DMA

Department Head Signature (Required on Hard Copy Submission)

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<th>Object</th>
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<tr>
<td>4334.0469</td>
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<tr>
<td>6320</td>
<td>Office &amp; Op Supplies</td>
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<td>6510</td>
<td>Tools &amp; Equip</td>
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</tr>
<tr>
<td>6610</td>
<td>Contractual Services</td>
<td>$150,000</td>
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<tr>
<td><strong>Request Total</strong></td>
<td></td>
<td><strong>($35,000)</strong></td>
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</table>

1a. Description of request:

To ensure that the tax revenue from the sale of cannabis and cannabis products is utilized for health care, research and substance use disorder prevention/treatment. Effectively establish programming in the community ranging from providing the most recent educational material available to ensuring evidence based/research based practice substance use disorder treatment services are in place

1b. Primary customers:

Whatcom County youth and adults

2. Problem to be solved:

Legalization of cannabis and cannabis products increased the likelihood of experimentation and ongoing use which increases the associated health risks for both youth and adults in the community. The 2016 Healthy Youth Survey reflects that although reported rates of teen marijuana use have remained steady in the past two years, a declining perceived risk of regular marijuana use is occurring. In 2016 about one in five 8th graders, one in three 10th graders, and nearly half of 12th graders surveyed perceived no/slight risk to regular use of marijuana.

3a. Options / Advantages:

This new funding will provide education, information and prevention/treatment programming to community members with a goal of supporting and increasing community knowledge, understanding and improving health. Ensuring accurate informational materials and updated research on the effects of cannabis use are available increases the likelihood of making informed decisions by both youth and adults in the community.

3b. Cost savings:

Undetermined

4a. Outcomes:

Increased community knowledge and understanding of the impact marijuana use can have on health.

4b. Measures:

2018 Healthy Youth Survey will provide comparative data on youth perceptions of harmfulness and use of marijuana.

5a. Other Departments/Agencies:

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

Thursday, April 13, 2017
### Supplemental Budget Request

<table>
<thead>
<tr>
<th>Health</th>
<th>Human Services</th>
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<th>Originator</th>
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<tbody>
<tr>
<td>2268</td>
<td>1</td>
<td>677410</td>
<td>Patty Proctor</td>
</tr>
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</table>

6. **Funding Source:**

North Sound Behavioral Health Organization/DBHR Designated Marijuana Account. Balance of the funds received from North Sound will be used for indirect costs and the transfer of personnel costs from another North Sound Behavioral Health contract.

*Thursday, April 13, 2017*
Supplemental Budget Request

Health Administration

Fund 1  Cost Center 600501  Originator: Patty Proctor

Expenditure Type: One-Time  Year: 2017  Add'l FTE  Add'l Space  Priority: 1

Name of Request: UW Percolate Project

X

Department Head Signature (Required on Hard Copy Submission)  Date: 4/5/17

Costs:

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tbody>
<tr>
<td>4367.1000</td>
<td>Donations</td>
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<tr>
<td>6320</td>
<td>Office &amp; Op Supplies</td>
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<td>6780</td>
<td>Travel-Educ/Training</td>
<td>$6,000</td>
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<td><strong>Request Total</strong></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

1a. Description of request:

This contract meets objectives supported by the Health Department’s Strategic Plan that our workforce is fully supported and highly engaged. The purpose of this contract is to implement effective staff training related to public health emergency preparedness.

1b. Primary customers:

Whatcom County Health Department staff tasked with public health emergency response.

2. Problem to be solved:

Lack of effective public health emergency response training for public health staff.

3a. Options / Advantages:

This option enhances our ability to supplement our training budget.

3b. Cost savings:

Funding for participation can further support additional emergency preparedness trainings for selected staff.

4a. Outcomes:

Increased staff preparedness for emergency response.

4b. Measures:

To be determined as the contract is initiated.

5a. Other Departments/Agencies:

University of Washington

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

Mark Raaka, Emergency Management Specialist

6. Funding Source:

University of Washington PERRCOLATE fund
WHATCOM COUNTY SHERIFF’S OFFICE

DATE: 03/20/17

TO: Jack Louws, Whatcom County Executive
   Council Members, Whatcom County Council

FROM: Sheriff Bill Elfo

RE: Supplemental Budget Request #2235 for a replacement Crew Vehicle

Please allow this memo to serve as a request for approval of the accompanying budget supplemental. This request is for funding to purchase a serviceable used vehicle from the U.S. Forest Service. The vehicle will be used to transport an offender crew to areas of the Mt. Baker/Snoqualmie National Forest, Mt. Baker District. The crew is contracted to perform a variety of work to support the use of the National Forest lands by community members and tourists.

The current vehicle was purchased, used, approximately 10 years ago and has over 300,000 miles on it. We are now spending more per year to try and keep it running than we have been able to allocate for that purpose. The vehicle has a number of things wrong with it, and can no longer be depended upon to safely transport the offender crew to the more remote areas of the National Forest lands.

We were made aware of a vehicle that is being surplus by another section of the U.S. Forest Service and had it inspected by a member of the County Motor Pool. While there will need to be some minor repairs, the inspection could find no major mechanical/structural issues and it is anticipated this replacement should be serviceable for the crew for a number of years.

We are also seeking to have the replacement vehicle made part of the Sheriff’s Office, Corrections, fleet, so that additional funds can be put aside for this “new” vehicles eventual replacement. The funds for the additional ER & R payments will be moved from another portion of the approved Corrections Budget.

Chief Wendy Jones is overseeing this process and will be happy to answer any question you may have. Thank you,
Supplemental Budget Request

Jail

Supp’l ID # 2235  Fund  118  Cost Center  118143  Originator: Caleb Erickson

Expenditure Type: One-Time  Year 1  2017  Add’l FTE  □  Add’l Space  □  Priority  1

Name of Request: Forest Service Crew Vehicle

X

Department Head Signature (Required on Hard Copy Submission)  Date

4/17/17

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object Description</th>
<th>Amount Requested</th>
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</thead>
<tbody>
<tr>
<td>7410</td>
<td>Equipment-Capital Outlay</td>
<td>$26,050</td>
</tr>
</tbody>
</table>

Request Total  $26,050

1a. Description of request:

This supplemental is to provide funding to replace the work crew vehicle used for work done in the Mt. Baker/Snoqualmie National Forest, Mt. Baker District. The current vehicle was purchased approximately 10 years ago and has been in continual use during that time. It has well over 300,000 miles on it and is using more funds for repair than have been set aside for this purpose. It is currently not in the Bureau’s fleet and we are planning to move its replacement vehicle into the fleet in order to build up the funds for this purchased vehicle’s eventual replacement.

We propose to purchase a 2002 International 4900 Crew Carrier from the US Forest Service for $24,000. We have had one of the mechanics from the Motor Pool check the vehicle for any major issues. The truck is in good condition for a 14 year old vehicle. No major rust or dents, just the usual scratches with surface rust. Brakes and powertrain appear to be in good working condition.

Several items that will need attention.
The truck has air ride suspension in the rear and the air compressor is weeping oil around the seal and will eventually need replaced.
The 2 front tires have plenty of tread, however they are chewed up from gravel roads and should be replaced.
The tail/brake/turn lights need replaced.
The truck has 4 batteries. 2 were replaced in the last 2 years. The remaining 2 will need replace eventually.

$800.00 - Air Compressor
$400.00 - 2 front tires
$50.00 - Tail lights
$300.00 - 2 batteries.

In addition to the maintenance items, make ready costs include Sheriff’s Office Markings, Radios and towing equipment.

Those are estimated to cost $1,200.

The total costs should be $26,050.00

1b. Primary customers:

This vehicle is used to fulfill contracts and services that use grant funds and is a high priority item for the budget.
Supplemental Budget Request

Jail

[Table]

<table>
<thead>
<tr>
<th>Supp ID #</th>
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<th>Originator</th>
</tr>
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<tbody>
<tr>
<td>2235</td>
<td>118</td>
<td>118143</td>
<td>Caleb Erickson</td>
</tr>
</tbody>
</table>

The primary customers for this vehicle are the US Forest Service and Skagit County Fisheries Department, along with the community users of the National Forest lands. This work crew serves at the behest of the US Forest Service through funds provided by the RAC grant, working in the Mount Baker Basin and other National Forest lands to clean and maintain campsites, clean up litter, maintain trails and roads and provide any other service requested by the US Forest Service. In addition, Whatcom County contracts with Skagit County Fisheries to help with Salmon habitat enhancement.

2. Problem to be solved:
The work crew vehicle, which the Sheriff’s Office purchased, used, over 10 years ago, has reached over 300,000 miles and is more costly to maintain than the amount of money we have set aside for that purpose.

The vehicle is outfitted to carry up to 6 people, in addition to the driver, as well as a number of specialty tools that may be necessary at a moment’s notice. It is also equipped to pull a heavy trailer with a Bobcat.

The work carried out by this crew is in remote areas of the county and the reliability of this vehicle is in serious question. In the last year or so we have had to replace the clutch, worked with the Motor Pool to try and rectify an ongoing issue with the fuel injectors, which now require the constant addition of a fuel additive in order to work, and have come to the point where significant portions of the "People Carrier" part of the vehicle have been filled with foam insulation and covered with paint to plug large holes. Of greatest concern right now is the very real possibility that the vehicle will stop working up on Mt. Baker, in an area with no cell or radio coverage, leaving the Crew Supervisor and crew stranded.

The County Motor Pool has worked wonders at keeping this vehicle running and functional, but it is time for it to be replaced, and the surplus Forest Service vehicle would serve us well for the price.

3a. Options / Advantages:
We have looked at using other vehicles. For example, we could purchase a Ford F550 and have Tri-Van create a custom enclosure. Additionally we could use a Ford Van or similar with a tow package.

1. The Ford F550 would cost approximately $125,000.

2. The Ford van would not have storage capacity required to store gear, and it would not pull the trailer with the Bobcat.

3. We could also opt to retire the vehicle and not replace it. This would reduce our fleet, but it would also reduce our revenues from the off-setting Title II, U.S. Forest Service grant.

3b. Cost savings:
There are no cost savings in making this purchase; however, the intent is to purchase a used vehicle, that is in good shape, and able to meet our need to be able to transport people and equipment into remote areas. Opting for a good used vehicle will save the much higher costs of a new vehicle that would not meet our requirements. We will be able to recoup some of the expense by surplussing the existing vehicle and receiving any revenue that result from auctioning the vehicle.

4a. Outcomes:
Purchase and make ready a diesel truck with a people carrier and storage options. We will use that vehicle to continue to provide service through the Forest Service Work Crew. Ideally this would be completed prior to the beginning of May of 2017.

4b. Measures:
The purchase of the vehicle will be the measurement and it will be the specific outcome as well.

5a. Other Departments/Agencies:
As this vehicle is used to fulfill contracts with US Forest Service and Skagit Fisheries Department, both would be impacted negatively if we were not able to replace the vehicle.

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

Jail

Supp ID # 2235  Fund  118  Cost Center  118143  Originator:  Caleb Erickson

6. Funding Source:
The Jail Sales Tax fund is the revenue source for this request. There will be some off-setting revenue generated by the reimbursement for the ER & R and Fuel costs via the RAC grant.