**CLEARANCES**

<table>
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<tr>
<th>Originator:</th>
<th>Barry Buch</th>
<th>Date</th>
<th>Date Received in Council Office</th>
</tr>
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<tr>
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**TITLE OF DOCUMENT:**

Presentation - "Our Youth, Our Future of Dairy in Whatcom County"

**ATTACHMENTS:**

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

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

Presentation - "Our Youth, Our Future of Dairy in Whatcom County"

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

*Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).*
2012 Census Data
Source: USDA Census of Agriculture 2012

Whatcom Agriculture by Commodity

<table>
<thead>
<tr>
<th>Commodity</th>
<th># Farms</th>
<th>Market Value</th>
<th>Percent</th>
<th>Commodity</th>
<th>Acresage</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dairy products</td>
<td>114</td>
<td>$193,042,000</td>
<td>34%</td>
<td>Dairy - grass</td>
<td>35,858</td>
<td>33%</td>
</tr>
<tr>
<td>Fruits, Nuts &amp; Berries</td>
<td>252</td>
<td>$79,978,000</td>
<td>22%</td>
<td>Dairy - corn</td>
<td>15,934</td>
<td>13%</td>
</tr>
<tr>
<td>Cattle, calves</td>
<td>520</td>
<td>$26,535,000</td>
<td>7%</td>
<td>Fruits, Nuts &amp; Berries</td>
<td>13,182</td>
<td>11%</td>
</tr>
<tr>
<td>Nursery</td>
<td>40</td>
<td>$18,697,000</td>
<td>5%</td>
<td>Cattle, horses, misc.</td>
<td>40,930</td>
<td>38%</td>
</tr>
<tr>
<td>Poultry, eggs</td>
<td>201</td>
<td>$14,641,000</td>
<td>4%</td>
<td>Nursery</td>
<td>259</td>
<td>0%</td>
</tr>
<tr>
<td>Vegetables</td>
<td>161</td>
<td>$11,699,000</td>
<td>3%</td>
<td>Value of certified organic</td>
<td>2,953</td>
<td>3%</td>
</tr>
<tr>
<td>Grain</td>
<td>71</td>
<td>$4,887,000</td>
<td>3%</td>
<td>Seed Potatoes</td>
<td>5,132</td>
<td>3%</td>
</tr>
<tr>
<td>All other *</td>
<td>403</td>
<td>$8,039,000</td>
<td>2%</td>
<td>Vegetables, row crop</td>
<td>1,173</td>
<td>1%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>1,702</td>
<td><strong>$357,312,000</strong></td>
<td><strong>100%</strong></td>
<td>**All other ***</td>
<td>1,173</td>
<td>1%</td>
</tr>
</tbody>
</table>

* Other Animal, Aquaculture, Christmas trees, etc.

Value of Sales by Size of Farm

<table>
<thead>
<tr>
<th>Annual Sales</th>
<th># of Farms</th>
<th>% of Farms</th>
<th>2002 Value of Sales</th>
<th>2007 Value of Sales</th>
<th>2012 Value of Sales</th>
<th>% of Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>less than $1,000</td>
<td>482</td>
<td>28%</td>
<td>$53,000</td>
<td>$99,000</td>
<td>$72,000</td>
<td>0.0%</td>
</tr>
<tr>
<td>$1,000 to $2,499</td>
<td>277</td>
<td>16%</td>
<td>$299,000</td>
<td>$304,000</td>
<td>$47,400</td>
<td>0.1%</td>
</tr>
<tr>
<td>$2,500 to $4,999</td>
<td>247</td>
<td>15%</td>
<td>$406,000</td>
<td>$476,000</td>
<td>$859,000</td>
<td>0.2%</td>
</tr>
<tr>
<td>$5,000 to $9,999</td>
<td>165</td>
<td>10%</td>
<td>$314,000</td>
<td>$962,000</td>
<td>$1,153,000</td>
<td>0.3%</td>
</tr>
<tr>
<td>$10,000 to $19,999</td>
<td>118</td>
<td>7%</td>
<td>$1,336,000</td>
<td>$1,569,000</td>
<td>$1,653,000</td>
<td>0.5%</td>
</tr>
<tr>
<td>$20,000 to $24,999</td>
<td>26</td>
<td>2%</td>
<td>$463,000</td>
<td>$609,000</td>
<td>$561,000</td>
<td>0.2%</td>
</tr>
<tr>
<td>$25,000 to $39,999</td>
<td>53</td>
<td>3%</td>
<td>$2,308,000</td>
<td>$2,203,000</td>
<td>$1,683,000</td>
<td>0.5%</td>
</tr>
<tr>
<td>$40,000 to $49,999</td>
<td>25</td>
<td>1%</td>
<td>$1,619,000</td>
<td>$1,099,000</td>
<td>$1,107,000</td>
<td>0.3%</td>
</tr>
<tr>
<td>$50,000 to $99,999</td>
<td>46</td>
<td>3%</td>
<td>$4,165,000</td>
<td>$3,831,000</td>
<td>$3,494,000</td>
<td>1.0%</td>
</tr>
<tr>
<td>$100,000 to $249,999</td>
<td>88</td>
<td>5%</td>
<td>$19,274,000</td>
<td>$9,619,000</td>
<td>$14,526,000</td>
<td>4.1%</td>
</tr>
<tr>
<td>$250,000 to $499,999</td>
<td>49</td>
<td>3%</td>
<td>$37,094,000</td>
<td>$20,186,000</td>
<td>$17,553,000</td>
<td>4.9%</td>
</tr>
<tr>
<td>$500,000 or more</td>
<td>126</td>
<td>7%</td>
<td>$219,930,000</td>
<td>$285,494,000</td>
<td>$314,178,000</td>
<td>87.9%</td>
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<tr>
<td><strong>Total</strong></td>
<td>1,702</td>
<td><strong>$287,861,000</strong></td>
<td><strong>$326,451,000</strong></td>
<td><strong>$357,313,000</strong></td>
<td><strong>87.9%</strong></td>
<td></td>
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</tbody>
</table>

Value of Sales by Northwest Counties

<table>
<thead>
<tr>
<th>County</th>
<th>2007 Sales</th>
<th>% of Total</th>
<th>2012 Sales</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whatcom</td>
<td>$326,450,000</td>
<td>44.9%</td>
<td>357,312,000</td>
<td>45.5%</td>
</tr>
<tr>
<td>Skagit</td>
<td>$256,248,000</td>
<td>35.3%</td>
<td>272,775,000</td>
<td>34.7%</td>
</tr>
<tr>
<td>Island</td>
<td>$14,344,000</td>
<td>2.0%</td>
<td>11,467,000</td>
<td>1.5%</td>
</tr>
<tr>
<td>San Juan</td>
<td>$3,617,000</td>
<td>0.5%</td>
<td>4,245,000</td>
<td>0.5%</td>
</tr>
<tr>
<td>Snohomish</td>
<td>$125,619,000</td>
<td>17.3%</td>
<td>139,486,000</td>
<td>17.8%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$726,276,000</td>
<td><strong>$784,785,000</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County</th>
<th>2007 Sales</th>
<th>%</th>
<th>2012 Sales</th>
<th>%</th>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$726,278,000</strong></td>
<td><strong>100%</strong></td>
<td><strong>$784,785,000</strong></td>
<td><strong>100%</strong></td>
</tr>
</tbody>
</table>
**TITLE OF DOCUMENT:**
Resolution supporting increased safety standards for rail tank cars

**ATTACHMENTS:**
Resolution

**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 resolution supports increased safety standards for rail tank cars that transport oil, ethanol, and other flammable liquids through Whatcom County, and calling on the Federal U.S. pipeline and hazardous material safety administration to adopt as soon as possible rules requiring safety retrofitting existing rail cars.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

<table>
<thead>
<tr>
<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](http://www.co.whatcom.wa.us/council)
RESOLUTION NO. 2015-______

SUPPORTING INCREASED SAFETY STANDARDS FOR OIL TRANSPORT

WHEREAS, the Washington State Legislature is currently convened in the 2015 regular legislative session; and

WHEREAS, several bills on the topic of crude oil transportation have been introduced, have been heard, and have passed through one of the chambers of the legislature; and

WHEREAS, Whatcom County is one of only two counties in Washington with pipelines transporting crude oil and two of Washington’s five oil refineries are located in Whatcom County; and

WHEREAS, Whatcom County residents are particularly familiar with the risks associated with transporting crude oil and oil products, having experienced a tragic accident when the Olympic Pipeline exploded in Bellingham on June 10, 1999, resulting in three deaths and significant property and environmental damage; and

WHEREAS, in 2014 the Whatcom County Council unanimously approved Resolution No. 2014-001 calling for increased safety standards for rail tank cars that transport oil, ethanol, and other flammable liquids through Whatcom County and calling for the Federal U.S. Pipeline and Hazardous Materials Safety Administration to adopt as soon as possible rules requiring safety retrofitting of existing rail cars (http://www.whatcomcounty.us/ArchiveCenter/ViewFile/Item/7728); and

WHEREAS, in 2014 BP committed to dedicating 400 CPC-1232 tanker cars to their Cherry Point facility; and

WHEREAS, on February 14, 2015, near Timmins Ontario, 28 CPC-1232 tanker cars derailed and five exploded and 21 sustained fire damage; and

WHEREAS, on March 1, 2015, near Gogama Ontario, five CPC-1232 tanker cars carrying crude oil derailed, exploded and leaked oil into a waterway; and

WHEREAS, on March 4, 2015, near Galena Illinois, eight CPC-1232 tanker cars carrying crude oil derailed and two exploded; and

WHEREAS, according to the Washington State Department of Ecology there are an estimate 71 crude oil tanker cars passing through Whatcom County each day, endangering thousands of Whatcom County residents who live or work in the ½ mile “blast” zone dedicated for evacuation in the event of an oil train derailment; and

WHEREAS, the state barrel tax does not currently address the clear and present public safety risks of spills and accidents from pipelines; and

WHEREAS, the 2010 study of marine vessel traffic risk conducted by the Puget Sound Partnership found that 34.3% of the vessels underway in Puget Sound are carrying crude oil, and that the potential increase in risk of spills in Puget Sound may exceed 300%, depending on the outcome of development projects, and that risk reduction measures are likely to be effective in helping to protect waterways and the fishing industry from oil spills and shipping accidents; and
WHEREAS, a study conducted in 2013 by Martin Associates under contract with the Port of Bellingham estimated that the fishing industry at the Port of Bellingham employs 1,781 people who in 2013 earned a total $94.5 million, and that the value of total seafood landed in Whatcom County as recently as 2000 was estimated by Washington State University in excess of $23.9 million, constituting a major, economically significant industry in Whatcom County whose future relies on the health of our aquatic ecosystems that support fish spawning and migration; and

WHEREAS, the recent spill of bunker fuel in Vancouver’s English Bay again re-emphasizes the critical importance of adequate spill response and prevention for oil transport of all kinds; and

NOW THEREFORE BE IT RESOLVED by the Whatcom County Council that Whatcom County continues to support the implementation of increased safety standards for rail-tank cars, either by legislation or by agency rulemaking that including the immediate suspension and use of all unsafe tanker cars including both DOT-111 and CPC 1232s.

BE IT FURTHER RESOLVED that Whatcom County calls for the passage of state legislation currently being considered that includes a comprehensive approach to addressing the existing and potential threats of oil transport in Washington state, including strong provisions that apply to rail, pipeline, and marine vessel transportation of oil.

BE IT FINALLY RESOLVED that Whatcom County supports specific provisions to provide robust public disclosure of oil transportation at the County level, that would increase minimum train crew sizes for the transport of oil and other hazardous materials that require first responder notification of hazardous material being transported by rail, that require oil transporters to assume financial responsibility and carry adequate liability insurance, that provide authority for the Utilities and Transportation Commission to conduct thorough safety inspections of oil by rail facilities, equipment, and infrastructure, that provides authority for the Department of Ecology to require tug escorts in Puget Sound to manage and prevent risks associated with oil vessels, and that extend the barrel tax to crude transported by both rail and pipelines.

APPROVED this ______ day of ____________, 2015.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown Davis, Clerk of the Council

______________________________
Carl Weimer, Council Chair

APPROVED AS TO FORM:

______________________________
Civil Deputy Prosecutor
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
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<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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<tr>
<td>Dept. Head:</td>
<td></td>
<td></td>
<td>F.2.15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
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<tr>
<td>Executive:</td>
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**TITLE OF DOCUMENT:**
Presentation by Kevin Menard, Transition Bikes

**ATTACHMENTS:**

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

**Requested Date:**

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

Presentation by Kevin Menard, Transition Bikes

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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### TITLE OF DOCUMENT
Project proposal and potential Washington State CDBG Grant Application from the Opportunity Council

### ATTACHMENTS:
- 4/16/15 Memorandum from Opportunity Council; 2015 CDBG Fact Sheet;
- Foothills Food Access Plan

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

The attached Memorandum outlines the Opportunity Council’s proposal for a capital facility improvement project for the East Whatcom Regional Resource Center. They are seeking Council’s support and approval of this project and of the preparation and submission of a CDBG grant application to the Washington State Department of Commerce.

### COMMITTEE ACTION:

### COUNCIL ACTION:

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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.
To: Whatcom County Council and County Executive

From: Dave Finet, Executive Director
Opportunity Council

Date: April 16, 2015

Subject: Development of a multi-use building at the East Whatcom Regional Resource Center

Concept overview: Opportunity Council, in support of the East Whatcom Community Council, the Foothills Food Bank and the East Whatcom community, would like to propose that Whatcom County and Opportunity Council collaborate to develop a multi-use building on the East Whatcom Regional Resource Center site.

Grant opportunity: A grant of $750,000 is available for the capital costs of construction from the WA State Department of Commerce Community Development Block Grant (CDBG) General Purpose Grant Program.

Council action requested: Opportunity Council requests Council’s endorsement of the idea that Whatcom County consider applying for up to $750,000 in CDBG capital grant funding. If Council approves, Opportunity Council will work with the County Executive’s Office to prepare a CDBG application in time for the June 1, 2015 submittal deadline.

Multi-use building concept: The proposed multi-use building would have four primary functions:

1. Storage and distribution center for the Foothills Food Bank
2. Indoor/outdoor recreational area for youth
3. Expanded area for community events
4. Columbia Valley farmers market site

Preliminary estimates of need for covered space is 12,000 square feet with a cost between $1.5 million and $2 million. To develop the proposed project, the following funding sources have been identified and should be considered:

- Community Development Block Grant general purpose
- USDA Rural Communities funding
- Community facilities fund WA State Dept. of Commerce
- Capital campaign
- Community Development Block Grant planning only grant
- Whatcom Community Foundation

East Whatcom Regional Resource Center background history: In October 2011, Whatcom County completed the first phase of construction of the East Whatcom Regional Resource Center, based on a master plan developed during eight years of community involvement and County leadership. Whatcom County requested that
Whatcom County Council and County Executive
Page Two

Opportunity Council, the local community action agency, manage and operate the center and develop programs and services to meet the needs of the underserved East Whatcom Community and, more specifically, the Columbia Valley. Since October 2011, Opportunity Council has contracted with Whatcom County to operate and manage the center.

Since 2011, Opportunity Council has leveraged the funding necessary to provide a variety of services and coordinate with other nonprofits and community-based organizations to help meet local citizens' needs in the East Whatcom community.

Three and one-half years later, the East Whatcom Regional Resource Center (EWRRC) has become a busy community center, seeing over 200 families per month, with fifty percent of those families coming to the center for services for the first time. In addition to information and referral provided daily by Opportunity Council, the EWRRC serves as a meeting place for service clubs, local government agencies, faith-based organizations and for other social events.

In addition, on the second Saturday of each month, the Foothills Food Bank, East Whatcom Community Council, Opportunity Council, Bellingham Food Bank and Food Lifeline coordinate with 20 to 30 volunteers to distribute perishable food to an average of 105 households. The “mobile food pantry project’ is targeted to areas of Washington State like the Foothills area that are considered a food desert. The Foothills area also has one of the highest percentages of children who access the free and reduced-price lunch program, 68 percent of Kendall Elementary School students.

Recent strategic planning: The East Whatcom Community Council and Foothills Food Bank boards of directors have recently executed strategic planning processes. The top priorities identified by the East Whatcom Community Council are the need for increased food access and youth recreational opportunities. The Foothills Food Bank collaborated with the Whatcom County Health Department, Whatcom Farm-to-School, Opportunity Council and Bellingham Food Bank to conduct a Foothills Food Summit that helped inform the Foothills Food Bank’s strategic planning process, and the top priorities identified were the need for increased food access and a new storage and distribution center, ideally located at the EWRRC.

Food access, hunger relief and food security: The Foothills Food Bank distributes food one day per week, serving over 600 individuals each week and over 30,000 individuals over the course of the year. Based on focus groups and provider feedback, there is increasing need to expand the number of days the food bank operates and to provide the better access to fresh produce and other perishable foods. The current food bank location at St. Peter's Church will not allow for expansion of the storage or distribution area, lacks refrigerator/freezer space, and is not located at a Whatcom Transit Authority stop. The current location also lacks the storage capacity for expanding distribution of perishable food such as fruits, vegetables, meat, dairy and frozen food products.
To accommodate current and future needs, the Foothills Food Bank needs approximately 4,000 square feet that would include the following:

- Walk-in cooler
- Walk-in freezer
- Bulk food storage area
- Food distribution area
- Produce and storage container cleaning station
- Two ADA compliant restrooms

The Foothills Food Bank space would likely be a strong contender during this year’s CDBG General Purpose Grant competition administered by WA Department of Commerce.

**Youth recreation space:** An ongoing theme of East Whatcom Community Council meetings since its inception in 2012 has been the need to expand recreational opportunities for children. Youth activities have been a top priority since the regional resource center concept was birthed back in 2001-2002 but were not accommodated in the first phase of construction of the EWRRC. The current building was not designed to accommodate sports activities such as basketball, volleyball or other indoor sports that necessitate high ceilings and surfaces that can take the punishment many indoor sports require. Another factor that necessitates additional youth activity space is the existing space can be partitioned with some portion of the space scheduled for use by the community between 9:00 am and 10:00 pm.

A covered area approximately 8,000 square feet would accommodate a full size basketball court that could also be used for a variety of other youth and community activities. The space would be an indoor/outdoor space with roll-up doors and radiant heaters to take the chill off for use during inclement weather. This space would double as a community gathering space for a Foothills farmer/vendor market and would expand the possibilities for community events such as concerts, weddings, family reunions and class reunions.

For more information about this opportunity to pursue up to $750,000 from the Washington Department of Commerce CDBG General Purpose Grant program, please see the attached Fact Sheet and more information at:

[www.commerce.wa.gov/Programs/Infrastructure/CDGB-Program-Overview/Pages/default.aspx](http://www.commerce.wa.gov/Programs/Infrastructure/CDGB-Program-Overview/Pages/default.aspx)
Department of Commerce
Innovation is in our nature.

Community Development Block Grant Program (CDBG)

Helping rural communities with projects that benefit low- and moderate-income persons

The Washington State CDBG Program offers six grant funds:

General Purpose Grants $8,500,000
For public infrastructure, community facilities, affordable housing, or economic development

Economic Opportunity Grants $9,000,000
For state and local priority economic development and energy related projects that promote vibrant rural communities

Planning-Only Grants $350,000
For planning activities that improve community services, public safety or further strategic planning

Housing Enhancement Grants $200,000
For off-site infrastructure or the community facility component of a state housing trust fund project

Imminent Threat Grants $100,000
For unanticipated emergencies posing a serious immediate threat to public health and safety

Public Services Grants $1,500,000
For county and community action agencies to fund new or expanded services to lower income persons

2015 funding levels are contingent upon federal allocation

Fast Facts

- Commerce receives an estimated $11 million annual CDBG allocation from the U.S. Department of Housing and Urban Development (HUD)
- Maximum grants are generally $1 million for construction; $500,000 for housing rehabilitation; and $35,000 for planning
- Since 1982 the CDBG program has distributed $456 million to rural cities, towns and counties

Contact Information:
Name: Kaaren Roe
Phone: (360) 725-3018
Fax: (360) 586-8440
Email: kaaren.roe@commerce.wa.gov
Web: www.commerce.wa.gov/cdbg
HUD National Objectives
CDBG project activities must meet one of three HUD National Objectives:
- Principally benefits low-and moderate-income persons
- Aids in the prevention or elimination of slums or blight
- Addresses imminent threat to public health or safety

CDBG Eligibility Guidelines
Eligible applicants are Washington State cities/towns with less than 50,000 in population and not participating in a CDBG entitlement urban county consortium; and counties with less than 200,000 in population. Eligible cities/towns and counties are listed on the CDBG website.

Special purpose districts, public housing authorities, community action agencies, economic development councils, other non-profit organizations, and Indian tribes are not eligible to apply directly to the state CDBG Program for funding, but may be a partner in projects and subrecipient of funding with an eligible city/town or county applicant.

Applicants may submit one request per fund each program year. Exception: An eligible city/town or county may apply for a second General Purpose Grant if one application is for a local microenterprise assistance program.

Application materials and due dates are on the CDBG website.
All Foothills residents are fed, nourished, and have the resources to access the food they need.
Background

The “Foothills” refers to the rural area of eastern Whatcom County, which is home to roughly 9,000 people in a geographic region spanning approximately 620 square miles. The USDA classifies the Foothills as a “food desert,” meaning that it is a low-income area and that at least 33% of the population lacks adequate access to retail sources of food.

In November 2014, sixty individuals representing local residents, farmers, businesses, non-profits, funders, and government agencies gathered at the East Whatcom Regional Resource Center for the Foothills Food Summit. The purpose was to share information and create partnerships among community leaders with a common interest: that all Foothills residents are fed, nourished, and have the resources to access the food they need. A full report of the Foothills Food Summit is available on the Foothills Food Bank website at www.foothillsfoodbank.org.

The Foothills Food Access Plan reflects the research, community input, and discussion of visions and strategies from the Summit. The Plan provides a framework for community action, highlighting the services, facilities, and programs that will help improve food access in Whatcom County. This Plan is a working document, which will evolve as we learn what works, and as new partnerships and innovations emerge.

The Planning Process:

<table>
<thead>
<tr>
<th>Gather Information:</th>
<th>Foothills Food Summit:</th>
<th>Make a Plan:</th>
<th>Take Action:</th>
<th>The Vision:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct research and host community forums to learn about barriers to food access and identify solutions that work for the Foothills community.</td>
<td>Discuss solutions with organizations that can help make them happen.</td>
<td>Use feedback to create a plan to take action on the top ideas.</td>
<td>Work with interested community members and organizations to make our ideas reality.</td>
<td>All Foothills residents are fed, nourished, and have the resources to access the food they need.</td>
</tr>
</tbody>
</table>
Our Vision

We envision a community where everyone has plenty of healthy, fresh, local food to eat.

This is a community where extra care is taken to ensure that our children, our seniors, and our neighbors have strong systems of support, so that no one goes hungry. This is a community where our local farmers, ranchers, fishers, and foragers are recognized as our cultural heritage and supported as the providers of the freshest, healthiest, and most delicious food around. This is a community that is proud of its self-reliance – where people know how to grow food, preserve food, and cook healthy meals for their families. This is a rural community where people are spread out geographically, so we have mobile systems to take food and services to the places where neighbors gather, and neighbors pitch in to make it happen.

This is a community where we join forces to ensure that everyone has access to healthy food.

Our Guiding Principles

People

We believe that all people have the right to healthy food. We have long-standing traditions of neighbors helping neighbors in each of our small communities. We know that each of our communities (Kendall, Acme, Maple Falls, Glacier, Deming) will have a unique combination of people doing this work and figuring out the best way to make it happen.

Places

We will build a system that brings more healthy food and food education to the places that are close to home. An organized network for distribution is more resource efficient, and strengthens our small local communities and economies.

Partnerships

We will build strong partnerships with local community groups, agencies, funders, local businesses, and non-profit organizations to achieve our common goals. With stronger partnerships, more resources can flow.
Strategies

The East Whatcom Regional Resource Center is a hub of healthy food access activities, with community meals, gardening, and education. Foothills Food Bank storage, distribution, and mobile services are located in this facility.

Mobile services deliver nutritious and fresh food to key community destinations. A mobile food bank, based out of the East Whatcom Regional Resource Center, and mobile farmers markets have regular distribution days, where neighbors gather for food, information, and fun.

Hunger prevention services extend beyond the food bank. Winter and Spring Pantry Programs and Summer Meal Programs ensure that kids don’t go hungry during school breaks. Meals on Wheels serves homebound people throughout the area, and emergency responders always have food baskets on hand.

Farm-to-school and farm-to-preschool programs are well-established in all schools and preschools. Fresh, healthy, locally sourced food is served for breakfast, lunch, and in summer meal programs. Food education is integrated in the cafeteria, the classroom, school gardens, and family/youth programs.

Meal programs gather people together to socialize and eat good food. Senior meals, shared community meals, and summer meal programs for youth are hosted at all the key community locations. Community meals highlight the local bounty and provide opportunities for people to learn how to cook nutritious meals.

Educational programs are offered throughout east Whatcom County, at the Nooksack Tribe, the libraries, the schools – at every place that food is being served or distributed. People of all ages and cultures help each other learn about nutrition, growing food, preservation, and cooking.
Food Access Strategies in Action

This diagram represents an integrated food access system in East Whatcom County using the strategies and principles described above. Mobile services deliver on a regular basis to hubs in each Foothills community (Acme, Deming, Glacier, Kendall, Maple Falls, Van Zandt). Each food hub has the combination of services that meet their unique needs, and community volunteers act as organizers to bring them to life. Over time local support builds, and there is connectivity of services across the whole Foothills region.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<tbody>
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<td>BB &amp; CW</td>
<td>1/13/2015</td>
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<tr>
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<td>Introduction</td>
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<td>Dept. Head:</td>
<td></td>
<td></td>
<td>Should Clerk schedule a hearing? ( ) Yes ( ) NO</td>
<td>2/10/2015</td>
<td>Finance/Council</td>
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<tr>
<td>Executive:</td>
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<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Ordinance amending WCC 3.08, Purchasing System

**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.)*
Ordinance amending WCC 3.08, Purchasing System

**COMMITTEE ACTION:**
2/10/2015: Held in Committee
4/14/2015: Amended and approved

**COUNCIL ACTION:**
1/27/2015: Introduced 7-0
2/10/2015: Held in Committee
4/14/2015: Substitute Adopted 7-0, Ord. 2015-011

**Related County Contract #:**
**Related File Numbers:**
**Ordinance or Resolution Number:**
AB2015-042A

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)
ORDINANCE NO. 2015-01

AMENDING WHATCOM COUNTY CODE 3.08, PURCHASING SYSTEM

WHEREAS, the Whatcom County Council believes that open transparent government leads to the best decisions for the people of Whatcom County; and

WHEREAS, Whatcom County’s purchasing code is intended to provide the public with transparency and checks and balances regarding county expenditures; and

WHEREAS, Whatcom County Code 3.08.090 and 3.08.100 have numerous exceptions to the requirement of council approval; and

WHEREAS, parts of Whatcom County Code 3.08.090 and 3.08.100 reduce the public’s ability to be provided with transparency and adequate checks and balances regarding county expenditures;

NOW THEREFORE BE IT ORDAINED, by the Whatcom County Council that Whatcom County Code Chapter 3.08.090 and 3.08.100, are hereby amended as outlined in Exhibit A to this ordinance.

APPROVED this 14th day of April, 2015.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON
Carl Weimer, Council Chair

Dana Brown Davis, Clerk of the Council

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Jack Louws, County Executive

( ) Approved ( ) Denied
Date Signed: ___________
EXHIBIT A

3.08.090 Bid specifications, deposits and awards.

A. In developing specifications for bids or proposals, all reasonable efforts shall be made to ensure that a variety of vendors shall be capable of fulfilling the stated requirements of the county. Performance considerations shall be included in the specifications. However, nothing in this section shall be construed to limit the county from pursuing sole source procurement where adequate justification has been presented that such procurement is in the best interests of county operations.

B. When the acquisition of materials, supplies, purchased services, tools, equipment, rental of personal property or professional services involves amounts greater than $25,000 in a single transaction for a nonpublic work award or exceeding $40,000 for a public work award, the administrative services department shall be responsible for the review and approval of specifications and the preparation of invitations to bid pursuant to provisions set forth in this chapter.

C. All bid specifications shall be in writing and placed on file for public inspection.

D. An advertisement that written specifications are on file and available for public inspection shall be published in the official county newspaper. Advertisements shall be published at least once in each week for two consecutive weeks prior to the last date upon which bids will be received and may be published for as many additional publications as shall be considered in the county’s interest. Such advertisement shall state:

1. The date after which bids will not be received;

2. The character of the work to be done, or the materials, equipment or service to be purchased; and

3. Where the specifications may be seen.

E. No bid shall be considered for public works unless it is accompanied by a bid deposit in the form of a surety bond, postal money order, cash, cashier’s check, or certified check in an amount equal to five percent of the amount of the bid proposed.

F. Should the bidder to whom the contract is awarded fail to enter into the contract or fail to furnish the contractor’s bond within 10 days (exclusive of the date of notice) after notice of the award, the amount of the bid deposit shall be forfeited to the county. Thereafter, the award shall be made to the next lowest responsive bidder. The bid deposit of an unsuccessful bidder (if his bid deposit has not been forfeited) shall be returned after the required contractor’s bond of the successful bidder has been accepted.

G. Bids received shall be opened and read in public on the date named in the advertisement for bids, or on a subsequent date established in a bid addendum.

H. After opening, all bids shall be reviewed and referred to the requisitioning department for recommendation of award. Bids will be forwarded by the director of the administrative services department or designee with a recommendation to the county executive for award.

I. After opening and award, all bids shall be filed for public inspection, and available by telephone inquiry.
J. Any or all bids may be rejected for good cause. If all bids are not rejected, the award shall be to the lowest responsive bidder. In determining which is the lowest responsive bidder, the county may take into consideration the bidder’s responsiveness to the county’s requirements, the quality of the articles to be purchased or leased, availability of parts and service, delivery time, the tax revenue the county would receive from purchasing from a supplier located within its boundaries and prior dealings with the bidder.

K. The county may issue requests for proposals for services, or for technologically complex equipment including but not limited to computers, software, or telephone systems. If all proposals are not rejected, the award shall be to the highest rated proposal, taking into account the selection criteria published in the request for proposals.

L. The county may award to multiple bidders for the same commodity or service when the bid specifications provide for special circumstances in the determination of which vendor is truly the lowest price to the county. Special circumstances may include differences in ability to deliver, delivery time, availability of material, special loading or unloading conditions, total cost including transport or labor if not included with bid item, performance of the delivered material, location of the source, and proximity to the delivery point.

M. Contracts entered into by the county, including those which involve externally funded pass-through moneys, may be administratively amended to a cumulative amount not to exceed $20,000 for professional services and $50,000 for bids; larger amounts require council approval. (Ord. 2013-029 Exh. A; Ord. 2007-004 Exh. A; Ord. 97-034 Exh. A; Ord. 93-042 Exh. H).

3.08.100 Council approval required.

Contracts for professional services exceeding $20,000, bids exceeding $50,000 and all real property leases must be submitted to the county council for approval, except when:

A. Exercising an option contained in a contract or lease previously approved by the council.

B. Contract is for technical support and software maintenance from the developer of proprietary software which is currently being used by Whatcom County.

C. Contract is for manufacturer’s technical support and hardware maintenance of electronic systems.

D. Pursuant to and within the scope of a declaration of emergency made by the county executive under WCC 3.08.060(B). The county executive, pursuant to a declaration of emergency, shall submit the contract to the county council for informational purposes at the council’s next regular or special meeting. (Ord. 2013-029 Exh. A; Ord. 2007-004 Exh. A; Ord. 2000-025; Ord. 97-034 Exh. A; Ord. 96-034; Ord. 93-042 Exh. H).
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
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<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<td>4/2/15</td>
<td>04/14/15 Intro</td>
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<td>4/2/15</td>
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**TITLE OF DOCUMENT:** 2015 Supplemental Budget Request #5

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

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

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

Supplemental #5 requests funding from the General Fund:

1. To appropriate $6,500 in Planning & Development Services to fund clean air program equipment from grant proceeds.

   From the Whatcom County Convention Center Fund:

2. To re-appropriate $50,000 to fund Bellingham-Whatcom County Tourism community assessment project.

   From the Stormwater Fund:

3. To appropriate $80,000 in Public Works-Stormwater to fund Lake Whatcom TMDL legal and technical assistance from Flood Fund transfer.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

4/14/2015: Introduced 7-0

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**
ORDINANCE NO.
AMENDMENT NO. 5 OF THE 2015 BUDGET

WHEREAS, the 2015-2016 budget was adopted November 25, 2014; and,
WHEREAS, changing circumstances require modifications to the approved 2015-2016 budget; and,
WHEREAS, the modifications to the budget have been assembled here for deliberation by the Whatcom County Council.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2015-2016 Whatcom County Budget Ordinance #2014-065 is hereby amended by adding the following additional amounts to the 2015 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
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<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Planning &amp; Development Services</td>
<td>6,500</td>
<td>(6,500)</td>
<td>-</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>6,500</td>
<td>(6,500)</td>
<td>-</td>
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<tr>
<td>Whatcom County Convention Center Fund</td>
<td>50,000</td>
<td>-</td>
<td>50,000</td>
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<tr>
<td>Stormwater Fund</td>
<td>80,000</td>
<td>(80,000)</td>
<td>-</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>136,500</td>
<td>(86,500)</td>
<td>50,000</td>
</tr>
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</table>

ADOPTED this ____ day of _____________________, 2015.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk
Carl Weimer, Chair of the Council

APPROVED AS TO FORM:

( ) Approved    ( ) Denied

Jack Louws, County Executive
Date: ____________________
## WHATCOM COUNTY

### Summary of the 2015 Supplemental Budget Ordinance No. 5

<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased (Decreased) Expenditure</th>
<th>(Increased) Decreased Revenue</th>
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<tr>
<td><strong>General Fund</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Planning &amp; Development Services</td>
<td>To fund clean air program equipment from grant proceeds.</td>
<td>6,500</td>
<td>(6,500)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total General Fund</strong></td>
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<td>6,500</td>
<td>(6,500)</td>
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<tr>
<td>Whatcom County Convention Center Fund</td>
<td>To reappropriate funding for community assessment.</td>
<td>50,000</td>
<td>-</td>
<td>50,000</td>
</tr>
<tr>
<td>Stormwater Fund</td>
<td>To fund Lake Whatcom TMDL legal and technical assistance from Flood Fund transfer.</td>
<td>80,000</td>
<td>(80,000)</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Supplemental</strong></td>
<td></td>
<td>136,500</td>
<td>(86,500)</td>
<td>50,000</td>
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</table>
Supplemental Budget Request

Planning & Development Services

Fund 1
Cost Center 839
Originator: Wain Harrison

Building Services

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

Name of Request: NWCAA Equipment

X

Department Head Signature (Required on Hard Copy Submission) Date

3.27-15

Costs:

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<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
<td>4337.0001</td>
<td>NWCAA</td>
<td>($6,500)</td>
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<tr>
<td>6510</td>
<td>Tools &amp; Equip</td>
<td>$6,500</td>
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</table>

Request Total $0

1a. Description of request:
Northwest Clean Air Agency proposes to provide new equipment to the Fire Inspectors to support the Clean Air program in Whatcom County.

1b. Primary customers:
Citizens of Whatcom County

2. Problem to be solved:
Replace existing equipment that has broken over time from use. Provide additional equipment to improve and facilitate better service in the field.

3a. Options / Advantages:
At this time PDS does not have the budget authority to purchase this equipment and there is not another funding source available. Northwest Clean Air would like to support the clean air program and the Fire Inspectors in the department doing the work for the program by providing this equipment.

3b. Cost savings:
This will save the county $6,500—the cost of the equipment being purchased.

4a. Outcomes:
This will improve the ability of the Fire Marshal's Office to provide service at no cost to the County.

4b. Measures:
Purchase approved equipment as itemized. Receive and process purchase cost reimbursement from NWCAA

5a. Other Departments/Agencies:
This will also benefit Northwest Clean Air Agency.

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

6. Funding Source:
Northwest Clean Air Agency will fully fund the purchase of this Equipment.

Wednesday, March 25, 2015
Date: March 16, 2015
To: The Finance Committee of the Council
From: Wain Harrison, Manager Building Services/Deputy Fire Marshal
Through: J.E. “Sam” Ryan, Director/Fire Marshal
Subject: Supplemental Budget Request
Purchase of Equipment for Administration of the Outdoor Burning Program
Funds Provided by Northwest Clean Air Agency (NWCAA)

The Whatcom County Fire Marshal’s Office has administered the Outdoor Burning Program through a Memorandum of Agreement with the NWCAA since August, 2001. The Fire Marshal’s Office issues permits related to residential and commercial outdoor burning, conducts on-site inspections, responds to outdoor burning complaints, has the authority to issue fines, and provides educational materials and regulation information to program participants, contractors, and County residents.

NWCAA has offered additional funds, which the Fire Marshal’s Office has requested to use for the replacement of existing damaged equipment and purchase of new additional equipment to be used in the general administration of the Outdoor Burning Program. An itemized list of equipment has already been provided to NWCAA and approved for purchase. See Exhibit A attached regarding the itemized equipment list and associated purchase cost to be reimbursed by NWCAA.

The Fire Marshal’s Office is requesting that the proposed equipment purchase and agency reimbursement be approved as a supplemental budget request to the 2015 budget for the Planning & Development Services Department.
### Supplemental Budget Request #1957

#### Itemized Equipment List

<table>
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<tr>
<th>Description</th>
<th>How many</th>
<th>Price Each</th>
<th>Shipping</th>
<th>Total Due</th>
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<td>Fire Flow Test Kit—Little Hose Monster</td>
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<td>Wildland Fire Investigation Collection Kit</td>
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<td>8.5% Tax</td>
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<tr>
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</table>
MEMORANDUM

TO: Whatcom County Council Members

FROM: Tawni Helms, Administrative Services Coordinator
Through: Jack Louws, Whatcom County Executive

DATE: March 31, 2015

SUBJECT: Supplemental Budget Request for Bellingham Whatcom County Tourism

In 2013 the Lodging Tax Advisory Committee approved funding to Bellingham Whatcom County Tourism (BWCT) for a special county wide project in the amount of $50,000. BWCT submitted a proposal to the County for the county wide project consisting of a community assessment prepared by the Roger Brooks group in 2015. Because the proposal and contract were not prepared in 2014 the funding lapsed. This budget supplemental request allows for the unspent $50,000 to be re-appropriated in 2015.

The proposed project is a two-tiered community assessment designed to produce recommendations for tourism marketing Whatcom County for the promotion of tourism. The community assessment will focus on two areas: 1-5 entry points and thoroughfares into Bellingham and the 5 border crossing entries into Whatcom County. The analysis and recommendations will provide much needed synthesis between tourism agencies for the promotion of Whatcom County tourism efforts.

Council will receive a copy of the community assessment report when completed.
Supplemental Budget Request

Status: Pending

Non-Departmental

Supp' ID # 1936  Fund 141  Cost Center 14100  Originator: Tawni Helms

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

Name of Request: Bellingham Whatcom Tourism - Community Assessment

X

Department Head Signature (Required on Hard Copy Submission)  Date

<table>
<thead>
<tr>
<th>Costs</th>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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</thead>
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</table>

1a. Description of request:

In 2014, the Lodging Tax Advisory Committee approved funding to Bellingham Whatcom County Tourism (BWCT) for a special project in the amount of $50,000. The project proposal was submitted to Whatcom County in December 2014 after securing the services of a nationally renowned consultant who specializes in community assessments. The Roger Brooks group was not available to begin work until July 2015. BWCT has contracted for a two-tiered community assessment designed to produce recommendations for tourism marketing and branding for the promotion of tourism. The proposed community assessment will focus on two areas: I-5 entry points and thoroughfares into Bellingham and the 5 border crossing entries into Whatcom County.

This project is funded outside of BWCT’s annual operating budget and was approved for funding by the LTAC in 2014.

1b. Primary customers:

Tourism partners which include all Whatcom County jurisdictions and Whatcom County itself.

2. Problem to be solved:

In 2014, the Lodging Tax Advisory Committee approved an additional $50,000 for Bellingham Whatcom County Tourism. This funding was intended to be used for a special project identified by the BWCT. The proposed project is a two-tiered community assessment designed to produce recommendations for tourism marketing Whatcom County for the promotion of tourism. The community assessment will focus on two areas: I-5 entry points and thoroughfares into Bellingham and the 5 border crossing entries into Whatcom County. The analysis and recommendations will provide much needed synthesis between tourism agencies for the promotion of Whatcom County tourism efforts.

After careful research this project proposal was submitted to Whatcom County in December which was too late to seek 2014 council approval and expenditure authority. The Lodging Tax Advisory Committee has since met again and re-approved the unspent $50k dedicated to this project. This budget supplemental increases the 2015 Bellingham Whatcom County Tourism allocation to $300,000. for this one-time special project.

3a. Options / Advantages:

The Community Assessment provides a structured and impactful opportunity to brand and market Whatcom County in such a way that it expands tourism and ultimately boosts the local economy. This supplemental honors the Lodging Tax Advisory Committee recommendation made in 2013 for 2014 funding and moves it into the 2015 budget.

3b. Cost savings:

n/a
Supplemental Budget Request

Non-Departmental

Supp ID # 1936  Fund 141 Cost Center 14100 Originator: Tawni Helms

4a. Outcomes:
Community Assessment Findings and Recommendations will be delivered to Bellingham Whatcom County Tourism, a workshop presentation highlighting the results will be shared with the Tourism partners.

4b. Measures:
Deliverables include a final report and findings as well as a PDF file of the workshop presentation.

5a. Other Departments/Agencies:
n/a

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

6. Funding Source:
Lodging Tax Fund
MEMORANDUM

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

THROUGH: Joseph P. Rutan, P.E., Interim Public Works Director & County Engineer

FROM: Gary S. Stoyka, LHG, Natural Resources Program Manager
Kirk N. Christensen, P.E., Stormwater Manager

cc: Brad Bennett, Manager, AS-Finance
Randy Rydel, Financial Services Manager Supervisor, Public Works-Admin

DATE: March 20, 2015

RE: 2015 Budget Supplemental #1947 and #1963 for Lake Whatcom TMDL Legal and Technical Assistance

Please find attached for approval a supplemental budget request from Public Works-Stormwater for the dispute resolution of Washington State Department of Ecology’s (DOE) recently issued Lake Whatcom Total Maximum Daily Load (TMDL).

- **Background and Purpose**
DOE recently issued the final Lake Whatcom Watershed Total Phosphorus and Bacteria TMDLs Volume 2. Water Quality Improvement Report and Implementation Strategy. This document contains a number of conditions that are key concerns to Whatcom County. The Whatcom County Council unanimously voted on December 9, 2014, to pursue dispute resolution on these issues, and this was filed with DOE on December 19, 2014. This request will allow for funding of additional legal and technical assistance expenditures.

- **Funding Amount and Source**
The total of this supplemental request is for $80,000 from the Flood Fund to the 2015 Stormwater base budget (TMDL Cost Center 123212).

Please contact Kirk at extension 50209 if you have any questions regarding this request.

Attachment
Supplemental Budget Request

<table>
<thead>
<tr>
<th>Public Works</th>
<th>Stormwater</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund 123</td>
<td>Cost Center 123212</td>
</tr>
<tr>
<td>Supp# ID 1947</td>
<td>Originator: Kirk Christensen</td>
</tr>
</tbody>
</table>

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

Name of Request: Lake Whatcom TMDL Legal and Technical Assistance

X

Department Head Signature (Required on Hard Copy Submission)

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object</th>
<th>Object Description</th>
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<td>Professional Services</td>
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<tr>
<td>8301</td>
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<td>Operating Transfer In</td>
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<td>Request Total</td>
<td></td>
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<td>$0</td>
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</table>

1a. Description of request:

Legal assistance and technical support for the dispute resolution process of Washington State Department of Ecology’s (DOE) recently issued Lake Whatcom Watershed Total Phosphorus and Bacteria TMDLs Volume 2. Water Quality Improvement Report and Implementation Strategy.

1b. Primary customers:

Whatcom County and its residents

2. Problem to be solved:

Washington State Department of Ecology (DOE) recently issued the final Lake Whatcom Watershed Total Phosphorus and Bacteria TMDLs Volume 2. Water Quality Improvement Report and Implementation Strategy. This document contains a number of conditions that are key concerns to Whatcom County. The Whatcom County Council unanimously voted on 12/9/14 to pursue dispute resolution on these issues, and this was filed with DOE on 12/19/14. The requested supplemental budget will provide for legal assistance and technical support with the dispute resolution process.

3a. Options / Advantages:

N/A

3b. Cost savings:

N/A

4a. Outcomes:

4b. Measures:

Fair resolution of the County’s concerns regarding the Lake Whatcom Watershed Total Phosphorus and Bacteria TMDLs that will soon be issued by the State of Washington Department of Ecology.

5a. Other Departments/Agencies:

Washington State Department of Ecology

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

Kirk Christensen

6. Funding Source:

Flood Fund Supplemental # 1963

Friday, March 20, 2015
### WHATCOM COUNTY COUNCIL AGENDA BILL

**NO.** 2015-133

<table>
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<th>CLEARANCES</th>
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<td>Finance Comm.; Board of Supervisors</td>
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<td>4/2/15</td>
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<td>4/2/15</td>
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<td></td>
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</table>

**TITLE OF DOCUMENT:** Flood Control Zone District and Subzones 2015 Supplemental Budget Request #1

**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 #1 requests funding from the Flood Control Zone District Fund:**

1. To appropriate $80,000 to fund transfer to support Stormwater’s Lake Whatcom TMDL legal and technical assistance.

**COMMITTEE ACTION:**

**BOARD OF SUPERVISORS ACTION:**

4/14/2105: Introduced 7-0

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
RESOLUTION NO. ________
(A resolution of the Whatcom County Flood Control Zone District Board of Supervisors)

AMENDMENT NO. 1 OF THE 2015 BUDGET

WHEREAS, the 2015 budget for the Whatcom County Flood Control Zone District and Subzones was adopted November 25, 2014; and,
WHEREAS, changing circumstances require modifications to the approved 2015 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 2015 budget as approved in Resolution 2014-063 is hereby amended by adding the following additional amounts to the budgets included therein:

<table>
<thead>
<tr>
<th></th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
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<tr>
<td>Flood Control Zone District</td>
<td>80,000</td>
<td>-</td>
<td>80,000</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>80,000</td>
<td>-</td>
<td>80,000</td>
</tr>
</tbody>
</table>

ADOPTED this ___ day of ________________, 2015

WHATCOM COUNTY FCZD
BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk

Carl Weimer, Chair of the Board of Supervisors

APPROVED AS TO FORM:

Karen R. Fox
Civil Deputy Prosecutor

I:\BUDGET\SUPP\2015_Suppl\FCZDRes#2015-1.docx
<table>
<thead>
<tr>
<th>Flood Control Zone District and Subzones Supplemental #1</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Fund Balance</th>
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<tr>
<td>Flood Control Zone District</td>
<td>80,000</td>
<td>-</td>
<td>80,000</td>
</tr>
<tr>
<td>To fund transfer to support Stormwater's Lake Whatcom TMDL legal and technical assistance.</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>80,000</td>
<td>-</td>
<td>80,000</td>
</tr>
</tbody>
</table>
MEMORANDUM

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

THROUGH: Joseph P. Rutan, P.E., Interim Public Works Director & County Engineer

FROM: Gary S. Stoyka, LHG, Natural Resources Program Manager
       Kirk N. Christensen, P.E., Stormwater Manager

cc: Brad Bennett, Manager, AS-Finance
    Randy Rydel, Financial Services Manager Supervisor, Public Works-Admin

DATE: March 20, 2015

RE: 2015 Budget Supplemental #1947 and #1963 for Lake Whatcom TMDL Legal and Technical Assistance

Please find attached for approval a supplemental budget request from Public Works-Stormwater for the dispute resolution of Washington State Department of Ecology’s (DOE) recently issued Lake Whatcom Total Maximum Daily Load (TMDL).

- **Background and Purpose**
  DOE recently issued the final Lake Whatcom Watershed Total Phosphorus and Bacteria TMDLs Volume 2. Water Quality Improvement Report and Implementation Strategy. This document contains a number of conditions that are key concerns to Whatcom County. The Whatcom County Council unanimously voted on December 9, 2014, to pursue dispute resolution on these issues, and this was filed with DOE on December 19, 2014. This request will allow for funding of additional legal and technical assistance expenditures.

- **Funding Amount and Source**
  The total of this supplemental request is for $80,000 from the Flood Fund to the 2015 Stormwater base budget (TMDL Cost Center 123212).

Please contact Kirk at extension 50209 if you have any questions regarding this request.

Attachment
Supplemental Budget Request

Public Works
Flood Control Zone District

Supp# ID # 1963  Fund 169  Cost Center 169100  Originator: Paula Cooper

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

Name of Request: Support of Storm Water's TMDL Legal and Tech Assis

X  
Department Head Signature (Required on Hard Copy Submission)

Date

<table>
<thead>
<tr>
<th>Costs:</th>
<th>Object Description</th>
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<td>8351</td>
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<tr>
<td>Request Total</td>
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<td>$80,000</td>
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</table>

1a. Description of request:
Provide supplemental funding to the Stormwater Fund which will allow them to implement Supplemental Budget Request #1947.

Stormwater has submitted a companion Supplemental Budget Request #1947 which requests expenditure authority to expend $80,000 in support of dispute resolution for Washington State's Department of Ecology's recently issued Lake Whatcom Watershed Total Phosphorus and Bacteria TMDLs Volume 2. Water Quality Improvement Report and Implementation Strategy.

1b. Primary customers:
The Stormwater Fund and therefore Whatcom County and its residents.

2. Problem to be solved:
See attached Supplemental ID # 1947

3a. Options / Advantages:
Stormwater receives all of its funding from Flood, REET, or Grants. In this case the Flood fund is the only funding option.

3b. Cost savings:
N/A

4a. Outcomes:
Stormwater will be able to enter into dispute resolution.

4b. Measures:

5a. Other Departments/Agencies:
As mentioned above, this will fund Stormwater.

5b. Name the person in charge of implementation and what they are responsible for:
Kirk Christensen will be responsible for implementation of Supplemental 1947.

6. Funding Source:
Flood Fund Balance
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>Clearances</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received In Council Office</th>
<th>Agenda Date</th>
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</table>

**TITLE OF DOCUMENT:** Lease Agreement between the Whatcom County Flood Control Zone District and Percy Hoekema, dba Evernook Dairy

**ATTACHMENTS:**
1. Cover Memo
2. Lease
3. Map

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

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

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:**

Request approval for the Whatcom County Executive, acting on behalf of the Board of Supervisors of the Whatcom County Flood Control Zone District (FCZD), to execute a renewal of an existing lease agreement for an additional five years between the FCZD and Percy Hoekema dba Evernook Dairy for approximately 6.35 acres of FCZD-owned property located at 7435 Emmerson Road, Everson. The option for renewal of the lease for up to five additional years is contained in the original lease agreement presently in effect.

**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: The Honorable Jack Louws, Whatcom County Executive.

Through: Joseph P. Rutan, Interim Director

From: Andrew Hester, Public Works Real Estate Coordinator

Date: April 6, 2015

Re: Lease Agreement for Whatcom County Flood Control Zone District Property

Enclosed are two (2) originals of the lease agreement between Whatcom County Flood Control Zone District (FCZD) and Percy Hoekema (Tenant) for your review and signature.

- **Background and Purpose**
  This is a renewal of an existing lease agreement that will allow the tenants to continue to use the FCZD owned property located on Emmerson Road, Everson, tax parcels 400431 319254 0000 and 400431 279245 0000 for agricultural purposes for an additional five years beyond the original five-year term. The Property Management Committee has reviewed this request and recommends that the lease be renewed.

**Funding Amount and Source**

The amount to be charged for the lease is $1,015.56 per year, which includes the leasehold tax of 12.84%, for 5 years. The rent paid will be deposited into the Flood Control Zone District budget.

Please contact Andrew Hester at extension 50571 if you have any questions regarding this action.

Encl.
### Whatcom County Contract Information Sheet

**Public Works**

**Contractor's / Agency Name:** Percy Hoekema, dba Evernook Dairy

**Contract or Grant Administrator:** Andrew Hester

**Originating Department:**

<table>
<thead>
<tr>
<th>Is this a New Contract?</th>
<th>Yes ☒</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes ☐</td>
<td>No ☒</td>
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<td>Original Contract #:</td>
<td>201005022</td>
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**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)

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

<table>
<thead>
<tr>
<th>Is this the result of a RFP or Bid process?</th>
<th>Yes ☒ No ☐</th>
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<td>If yes, RFP and Bid number(s):</td>
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<table>
<thead>
<tr>
<th>Contract Amount:(sum of original contract amount and any prior amendments):</th>
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<td>$ 1,015.56 per year</td>
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**Summary of Scope:** Renewal of lease agreement between the Whatcom County Flood Control Zone District and Percy Hoekema, dba Evernook Dairy for FCZD owned property located on Emmerson, Everson, for an additional five years.

**Term of Contract:** 5 years

| Expiration Date: | 5-1-2020 |

**Contract Routing:**

1. Prepared by: Andrew Hester
   - Date: 4-6-15

2. Attorney signoff: Daniel L. Gibson
   - Date: 03/07/15

3. AS Finance reviewed: bbennett
   - Date: 4/6/15

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

5. Contractor signed:
   - Date:

6. Submitted to Exec.: ✓
   - Date: 4/15/15

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

8. Executive signed:
   - Date:

9. Original to Council:
   - Date:

**Last Edited:** 060414
RENEWAL OF LEASE AGREEMENT

THIS INDENTURE OF LEASE is made this_____ day of ________________, 2015, and entered into by and between WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation in the State of Washington, hereinafter called the “FCZD,” and PERCY HOEKEMA, dba Evernook Dairy, hereinafter called the “TENANT.”

WHEREAS, FCZD owns property in Whatcom County, which was purchased from grant funds obtained from the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act); 42 U.S.C. § 5121 et. Seq.; and

WHEREAS, certain provisions of the Stafford Act pertaining to maintaining acquired property in open space, allow for cultivation of that space; and

WHEREAS, the FCZD is granted authority through its grant agreement to lease property purchased with Stafford Act funds for cultivation; and

WHEREAS, the TENANT is a Whatcom County dairy farmer who owns property abutting and across the road from the FCZD property; and

WHEREAS, the TENANT currently leases the property and that lease’s original term will expire on May 31, 2015;

WHEREAS, the current lease has a renewal clause that the FCZD may, at its sole discretion, exercise to renew the lease for an additional term, said term to be mutually agreed upon by FCZD and TENANT, but in any event to be no longer than five (5) additional years; and

WHEREAS, Whatcom County Public Works River & Flood staff is supportive of renewing the lease; and

WHEREAS, the Property Management Committee has reviewed the lease renewal request and recommends that the lease be renewed; and
WHEREAS, in accordance with RCW 86.15.080, the FCZD may lease surplus
lands in a manner consistent with RCW 36.34; and

NOW THEREFORE, the FCZD, in consideration of $1,015.56 per year, which
includes leasehold tax at the rate hereinafter specified, and the terms, conditions,
covenants and performances contained herein, MUTUALLY AGREES with TENANT
that:

The FCZD does hereby lease to the TENANT and TENANT does hereby lease
from the FCZD the premises (the "leased premises") formerly known as the Terry and
Sharie Nieuwendorp property, designated by the Whatcom County Assessor as tax
parcel numbers 400431 319254 0000 and 400431 279245 0000, as further described
on Exhibit "A" attached hereto and by this reference incorporated herein.

1. TERM. The term of this lease shall be for an additional Five (5) years beyond
the original term, with the renewal term COMMENCING ON June 1, 2015, and
terminating on ___May 31, 2020___ ("Lease Term").

2. TERMINATION: Either the FCZD or the TENANT may terminate this
agreement without cause by giving written notice to the other party one hundred eighty
(180) days in advance of the effective date of termination. If such notice is given by
either party, any rent or refund owing shall be determined by proration on a daily basis,
and lessor may, for money owing by the TENANT, draw funds from the Security
Deposit.

3. HOLDING OVER. In the event the TENANT shall hold over or remain in
possession of the leased premises with the consent of the FCZD after the expiration of
the stated term of this lease, or any written extension or renewal of the term of this
lease, such holding over or continued possession shall create a tenancy from month to
month only, upon the same terms and conditions as are herein set forth, to the extent
said terms and conditions apply.

4. SECURITY DEPOSIT. Receipt is acknowledged by FCZD of the sum of
$___300.00___ ("Security Deposit") as partial security for the performance by
TENANT of its obligations under this Lease. The FCZD may at any time apply such
Security Deposit against any loss or damage suffered by reason of any default by TENANT under this Lease, including, without limitation, the cost of cleaning and repairing the leased premises caused by the actions of TENANT, but FCZD shall return any remaining portion of the security deposit to TENANT within thirty (30) days after termination of the Lease. If any portion of the security deposit is used or applied by the FCZD at any time, TENANT will upon demand deposit additional cash to the security deposit to restore it to its original amount. The FCZD’s obligations with respect to the security deposit are those of a debtor and not of a trustee, and the FCZD can commingle the security deposit with the FCZD’s general and other funds, and the FCZD shall not be required to pay TENANT interest on such security deposit.

5. RENT FOR LEASE TERM. The TENANT covenants and agrees to pay in U.S. Funds only, at the FCZD address set forth below, an annual rental payment of $900.00 (nine hundred dollars and no cents) plus Washington State Leasehold Tax of 12.84% of annual rental payment totaling $115.56 (one hundred fifteen, and fifty six cents) for a total payment of $1,015.56 (one thousand fifteen dollars and fifty six cents), on or before June 1st of each year during the five-year renewal term of this Lease.

Rent will be paid during the entire term of this lease at the address designated by the FCZD. In no event shall the rent be less than the aforementioned amount.

FCZD and TENANT agree that TENANT, upon execution hereof, has handed to the FCZD the sum of $1,015.56 as rent including state leasehold tax for the first year of the renewal term of this lease starting on June 1, 2015.

6. USE OF PREMISES. It is agreed by FCZD and TENANT that the property herein described shall be maintained and may only be used as set forth in Exhibit B, attached hereto and incorporated herein by reference. If an annual crop is planted, it shall be immediately followed by a winter cover crop to reduce erosion during winter storms and flood events. No other use than those generally identified in Exhibit B is permitted without the prior written approval of the FCZD. In using the leased premises, the TENANT shall comply with all policies and regulations heretofore adopted or hereafter promulgated by the FCZD, including those set forth in Exhibit B attached hereto. The TENANT hereby agrees to hold the FCZD harmless from all claims or suits resulting from the TENANT's failure to comply with such requirements.
7. SOIL TESTING. The FCZD shall have the soil of the rental property tested as provided in Exhibit B attached hereto. The TENANT agrees to be responsible for the costs of First Test and Second Test, and agrees to be billed directly by the company or companies performing the First Test and the Second Test. If the results of the Second Test necessitate remediation as provided in Exhibit B, that remediation shall be performed at the expense of the TENANT consistent with provisions therefore as set forth in Exhibit B.

8. HOLD HARMLESS/INDEMNIFICATION. The TENANT, its successors and assigns, will protect, save, and hold harmless the FCZD and its authorized agents and employees from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the TENANT, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities authorized by this lease or any amendments thereto. The TENANT further agrees to defend the FCZD, its agents or employees in any litigation, including payment of any costs or attorneys’ fees, for any claims or action commenced, arising out of, or in connection with acts or activities authorized by this lease or any amendments thereto, whether those claims, actions, costs, damages, or expenses result from activities of persons or livestock occurring on or off the leased premises. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the FCZD or its authorized agents or employees; PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) the FCZD, its agents or employees and (b) the TENANT, its agents, sublessees, or employees, or livestock, and involves those actions covered by Ch. 4.24.115 RCW, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the TENANT or the TENANT’s agents, employees or livestock.

9. GENERAL INSURANCE REQUIREMENTS. The TENANT shall, at all times during the term of the lease, at its cost and expense, buy and maintain insurance of the types and amounts listed below:

A. General liability coverage: $1,000,000 per occurrence for both property damage and bodily injury. The FCZD shall be named as additional insured on TENANT’S policy and TENANT shall supply proof of coverage that identifies
its insurance as primary and non-contributory, with no rights of contribution
from the FCZD, and that also provides a waiver of subrogation against FCZD.

B. Worker's Compensation Coverage as required by the Industrial Insurance
laws of the State of Washington.

Failure to buy and maintain the required insurance may result, at the FCZD's
option, in default of this lease. By requiring insurance herein, the FCZD does not
represent that coverage and limits will be adequate to protect the TENANT, and such
coverage and limits shall not limit the TENANT's liability under the indemnities granted
to the FCZD in this lease. The limits of insurance may be increased by the FCZD, as
deemed necessary.

10. PERSONAL PROPERTY. The FCZD shall not be liable in any manner for,
or on account of, any loss or damage sustained to any personal property of whatsoever
kind, including livestock, unharvested crops, or any machinery or equipment operated,
stored, kept or maintained on or about the leased premises. Upon termination of this
agreement or upon abandonment of the leased premises by the TENANT, the FCZD or
its agent may remove all personal property of the TENANT from the leased premises at
the TENANT's expense and dispose of it in any manner the FCZD deems appropriate.

11. ADDITIONAL CONSTRUCTION PROHIBITED. No construction of
buildings or other appurtenances to the land by the TENANT is permitted for the
duration of this lease, except as may be approved in advance and in writing by the
FCZD.

12. ASSIGNMENT. Neither this lease nor any rights created by it may be
assigned, sublet, or transferred without written permission of the FCZD.

13. DEFAULT, TERMINATION OR ABANDONMENT. The TENANT shall be in
default immediately upon the breach of any material covenant in this lease.

a. Notice of Default: At any time after the occurrence of a default or defaults
under this lease or any amendments thereto, and while any such default remains
unremedied, the FCZD shall have the option of giving notice in writing of its intention to
terminate this lease by personal service upon or by written notice directed to the
TENANT. Such notice of intention to terminate shall specify the default or defaults then
outstanding. Waiver or acceptance of any default of the terms of this agreement by the
FCZD shall not operate as a release of the TENANT's responsibility for any prior or
subsequent default.

b. Termination and Extension: After the expiration of 90 days from the giving
of such notice in the case of default, if one or more defaults described in such notice
then remain unremedied, this lease shall terminate without further notice, and all rights
of the TENANT shall cease. The FCZD may in writing, at its option, extend the above
period, if in the judgment of the FCZD an extension is justified.

c. Multiple Defaults: If the TENANT defaults in any regard on this lease, the
third and any subsequent default shall be deemed "noncurable" and the lease may be
terminated by the FCZD on thirty (30) days' notice.

d. Disposition of Improvements: Upon receipt of a written notice of
termination of this agreement the TENANT has 90 days to remove any encroaching
improvements from the property of the FCZD. As previously set forth in this agreement,
this lease is not assignable. Except as provided elsewhere herein, upon termination of
this lease under any provision thereof, any improvements constructed by the TENANT
on the leased premises shall become the property of the FCZD or, at the option of the
FCZD, shall be removed by the TENANT at the TENANT's expense in a manner
prescribed by the FCZD. In the event the TENANT fails to remove said improvements
within thirty (30) days, the FCZD may remove said improvements and charge the
TENANT for reasonable direct and indirect costs. The TENANT shall reimburse the
FCZD within 30 days of the date of the FCZD's invoice for such costs.

e. FCZD Access to Remove Crops or Equipment: In the event the TENANT
fails to remove crops or equipment or restore the leased premises to the FCZD's
satisfaction at the end of this lease, then if necessary or desirable in the FCZD's
judgment for reasons of safety or economy, the FCZD or its agents shall have the right
to cross any lands owned or otherwise controlled by the TENANT for the purpose of
accomplishing said removal or restoration. Said right shall expire 180 days after the
date of termination of this agreement, or when removal and restoration is complete in
the FCZD's judgment, whichever is the earlier.

f. Vacation of Premises: Upon termination of this lease, the TENANT shall
cease its operations on and/or use of the leased premises. In the event the TENANT
fails to vacate the premises on the date of termination, the TENANT shall be liable for any and all costs to the FCZD arising from such failure.

Abandonment: In the event that it becomes apparent in the FCZD's sole judgment that the premises have ceased to be used or have been abandoned for a continuous period of sixty (60) days, the FCZD at its option shall have the right to terminate this lease, provided due notice of termination shall be given the TENANT not less than thirty (30) days prior to the proposed termination date.

14. BINDING CONTRACT. This lease shall not become binding upon the FCZD unless and until accepted and approved for the FCZD by its Board of Supervisors or its duly authorized representative.

15. MODIFICATIONS. This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto.

16. INTERPRETATION. This lease shall be governed by and interpreted in accordance with the laws of the State of Washington and Whatcom County, Washington. The titles to paragraphs or sections of this lease are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

17. 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 lease, 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.

18. DISPUTE RESOLUTION. In the event of any dispute, claim, question, or disagreement arising from or relating to this lease or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration through Whatcom County Superior Court's procedures. The procedure for selection of the single arbitrator and the rules
under which the arbitrator shall conduct the arbitration and make the award shall be
determined in accordance with the Washington State Superior Court Mandatory
Arbitration Rules and Whatcom County Superior Court Local Mandatory Arbitration
Rules as they now exist or may hereafter by amended. Judgment upon the award may
be entered in such court and thereafter in any court having competent jurisdiction in the
matter. The arbitrator shall have full power under law and equity to conform final
resolution of any dispute without regard to any monetary limits that may then otherwise
be in force under the rules of arbitration then in existence in Whatcom County,
Washington.

19. NOTICES. Wherever in this lease written notices are to be given or made,
they will be sent by certified or overnight mail addressed to the parties at the address
listed below unless a different address has been designated in writing and delivered to
the other party.

TENANT:
Percy Hoekema
Dba: Evernook Dairy
7448 Emerson Road
Everson, WA 98247
Telephone: (360) 815-4880

FCZD:
Attn: Paula Cooper
Engineering Manager, River & Flood
Whatcom County Public Works
322 N. Commercial, Suite 120.
Bellingham, WA 98226
Telephone: (360) 676-6876

TENANT:
Percy Hoekema

Date: ____________________________
STATE OF WASHINGTON  
COUNTY OF WHATCOM  

On this ______ day of _____________ 2015, before me personally appeared Percy Hoekema, dba Evernook Dairy, to me known to be the individual described herein and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

________________________________________
Notary Public in and for the State of Washington
Residing at: ______________________________

My Commission Expires: ___________
Accepted for FCZD:

By: _____________________________ Date: ____________
   Jack Louws, Acting on behalf of the FCZD
   Board of Supervisors

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this _____ day of ________, 2015, before me personally appeared
__________________________, to me known to be acting on behalf of the Board of
Supervisors of the FCZD, a Quasi-Municipal Corporation in the State of
Washington, that executed the within and foregoing instrument, and acknowledged
said instrument to be the free and voluntary act and deed of FCZD, for the uses
and purposes herein mentioned, and on oath stated that he was authorized to
execute said instrument on behalf of the FCZD Board of Supervisors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year first above written.

__________________________
Notary Public in and for the State
of Washington
Residing at: __________________

My Commission Expires: ____________

Recommended for approval:

By: _____________________________ Date: ____________
   Paula Cooper, Flood Control Engineer

Approved as to form:

By: _____________________________ Date: 04/14/15
   Daniel L. Gibson, Chief Civil Deputy Prosecutor
EXHIBIT A

FCZD leases to TENANT and TENANT leases from FCZD the following real property:

A tract of land in the Northwest Quarter of the Southeast Quarter and Government Lot 5 of Section 31, Township 40 North, Range 4 East of W.M. described as follow:

Commencing at a point where the county road intersects the north boundary line of the Southeast Quarter of said Section 31; thence south along said county road a distance of 16 rods and 12 feet; thence due West and parallel to the north boundary line of said Southeast Quarter of said Section 31 to the present east bank of the Nooksack River as established January 1, 1962, from aerial survey and decree in Superior Court Case No. 43682; thence northerly along the said east bank of said river to the point where it intersects the north boundary line of said Southeast Quarter of Section 31; thence east along the said north boundary line to the place of beginning,

EXCEPT the East 132 feet of the south 156 feet thereof, AND EXCEPT right-of-way lying along the easterly line thereof; commonly referred to as Emmerson Road AND EXCEPT river wash.

Situate in Whatcom County, Washington.

SUBJECT TO an easement for ingress and egress commencing at a point where the county road intersects the north boundary line of the Southeast Quarter of Section 31, Township 40 North, Range 4 East of W.M.; thence North along said county road, 12 feet; thence West 155 feet; thence South 12 feet; thence East along the North boundary line of the Southeast Quarter of said Section 31, to the point of beginning.

Situate in Whatcom County, Washington.

Subject to any other covenants, conditions, restrictions and easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.
EXHIBIT B

LIMITATIONS UPON AND REQUIREMENTS FOR USE OF RENTAL PROPERTY:

1. No fill can be brought onto the property. Minor land grading of the property to make it level and farmable is permissible.

2. No structures can be constructed on the property without the written permission of the FCZD.

3. Only grasses or annual crops are allowed, with winter cover crop required if annual crop is used. Grazing of animals on the property is not allowed.

4. Application of commercial fertilizer and manure are allowed only if they are included in the farm plan. Methods and timing of fertilizer and manure application must be in accordance with that plan.

5. All activities must be done in accordance with all applicable federal, state and local rules and regulations.

6. Tenant agrees to keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways, and refrain from any operations or practice that will damage such structures or adversely affect their function.

7. Tenant must have a current farm plan for this property following current NRCS standards and specifications. If an approved farm plan has not already been established, then within 30 days of the commencement of the lease the Tenant must contact the Whatcom Conservation District to create an approved farm plan for the property. The implementation of such plan must begin within 120 days of the commencement of the lease and be followed during the term of the lease.

8. Prior to the commencement of the lease the County shall commission a comprehensive soil chemistry analysis ("First Test") comparable to those typically used by knowledgeable buyers as part of their typical pre-purchase inspections of agricultural land. A copy of the results shall be retained by the County and a copy shall be provided to the tenant.

9. No sooner than 90 days and no later than 30 days prior to the termination of the lease term the County shall commission a new comprehensive soil chemistry analysis ("Second Test") substantially identical to the First Test. A copy shall be retained by the County and copy shall be provided to the tenant.

10. If the Second Test establishes that the soil has nutrient value and health equal to or greater than shown by the First Test, then the Tenant shall have no further
obligation to improve the soil once the lease term expires.

11. If the Second Test establishes that the soil has been depleted or its health has otherwise been impaired since the First Test, then it shall be the Tenant’s obligation to immediately repair and replenish the land as soon as weather permits. Should the Tenant fail to do this within 90 days of the weather permitting, the County may elect to employ others to repair the land and bill the Tenant for all associated costs. This obligation of the Tenant shall survive the termination of the lease term, if such termination precedes the fulfillment of the obligation.

12. The Tenant shall provide security to guarantee payment of costs referred to in items #6, #8, #9, and #11 above, in a form and amount approved by the Prosecuting Attorney’s Office.
# WHATCOM COUNTY COUNCIL AGENDA BILL

<table>
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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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<tr>
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<td>Dept. Head: Joe Rutan</td>
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<td>Executive: Jack Louws</td>
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**TITLE OF DOCUMENT:**

WRIA 1 Facilitation Contract – Veda Environmental

**ATTACHMENTS:**

1. Memorandum
2. Contract

**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.)

Facilitation Services for the WRIA 1 Planning Unit meetings.

**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, County Executive and,  
The Honorable Flood Control Zone District Board of Supervisors

THROUGH: Joseph P. Rutan, P.E., Interim Director

FROM: Gary S. Stoyka, Natural Resources Manager

RE: WRIA 1 Facilitation Support Services Contract – Veda Environmental

DATE: April 3, 2015

Enclosed are two (2) originals of the contract for WRIA 1 Facilitation and Support Services between Whatcom County and Veda Environmental for your review and signature.

▪ Background and Purpose
Whatcom County, acting as the lead agency for the WRIA 1 Joint Board, is facilitating the WRIA 1 Planning Unit. Statements of Qualifications were sought for facilitation services (RFQ #15-04), three respondents were interviewed, and Veda Environmental was chosen for the work.

The scope of work includes facilitating nine (9) meetings of the Planning Unit, preparation of meeting summaries and agendas, conducting sixteen (16) in-person interviews with Planning Unit members and preparation of a summary report, updating and refining the Planning Unit work plan, and providing technical assistance and technical review of documents.

▪ Funding Amount and Source
The Flood Control Zone District Board of Supervisors approved $30,000 for Facilitation Services for the Planning Unit for 2015 into 2016, from the Flood Fund (Fund 169).

Please contact Gary Stoyka at extension 50618, if you have any questions or concerns regarding the terms of this agreement,

Encl.
WHATCOM COUNTY CONTRACT
INFORMATION CONTRACT SHEET

Contract or Grant Administrator: Gary S. Stoyka, Program Manager, Natural Resources

Contractor's / Agency Name: Veda Environmental

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

Does contract require Council Approval? Yes X No ___ If No, include WCC 3.08.090, N
(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, associated Whatcom County grant contract number(s)

Is this contract the result of a RFP or Bid process? Yes X No ___ If yes, RFP and Bid number(s) RFQ #15-04 Cost Center: 169119

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 120 days
- Contract less than $100,000.
- Contract for Commercial off the shelf items (COTS)
- Contract work is all performed outside U.S.
- Work related subcontract less than $25,000.
- Interlocal Agreement (between Gov't's)
- Public Works - Local Agency/Federally Funded FHWA

Contract Amount: $30,000.00
This Amendment Amount: $
Total Amended Amount: $

Summary of Scope:
Contract to provide Facilitation Services for the WRIA 1 Planning Unit meetings.

Term of Contract: 10 months Expiration Date: 2/29/16

Contract Routing Steps & Signoff: [sign or initial][indicate date transmitted]
1. Prepared by: GS Date 3/31/15 [electronic]
2. Attorney reviewed: Daniel L. Gibson Date 04/09/15 [electronic]
3. AS Finance reviewed: mdc Date 4/9/15 [electronic]
4. IT reviewed if IT related Date [electronic]
5. Corrections made: Date [electronic] hard copy printed
6. Attorney signoff: Daniel L. Gibson Date 04/09/15
7. Contractor signed: Date 4-15-15 [summary via electronic; hardcopies]
8. Submitted to Exec Office Date 4-15-15
9. Council approved (if necessary) Date
10. Executive signed: Date
11. Contractor Original Returned to dept: Date
12. County Original to Council Date

RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.
CONTRACT FOR SERVICES
WRIA 1 Facilitation Support Services]

Veda Environmental, hereinafter called Contractor, and Whatcom County Flood Control Zone District, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 7.
Exhibit A (Scope of Work), pp. 8 to 9.
Exhibit B (Compensation), pp. 10 to 12.
Exhibit C (Certificate of Insurance).

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

The term of this Agreement shall commence on the 29th day of April, 2015, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 29th day of February, 2016.

The general purpose or objective of this Agreement is to: provide facilitation services for the WRIA 1 Planning Unit, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed $30,000.00. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of ________, 2015.

CONTRACTOR:

Veda Environmental

[Signature]

Hilary Wilkinson, Principal

STATE OF WASHINGTON

) ss.

COUNTY OF Whatcom

On this 1st day of April, 2015, before me personally appeared Hilary Wilkinson, to me known to be the Principal of Veda Environmental and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]


Contract for Services
WRIA 1 Facilitation Support Services  
v1.0
WHATCOM COUNTY:
Recommended for Approval:

Joseph P. Rütan, Interim Director  4/13/15  Date

Approved as to form:

Daniel L. Gibson  04/14/15
Daniel L. Gibson, Chief Civil Deputy Prosecutor  Date

Approved:
Accepted for Whatcom County:

By: ___________________________
Jack Louws, Whatcom County Executive for the Flood Control Zone District Board of Supervisors

STATE OF WASHINGTON  )
COUNTY OF WHATCOM  ) ss

On this ___ day of __________, 2015, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

__________________________  My commission expires _____________________

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

__________________________

CONTRACTOR INFORMATION:

VEDA ENVIRONMENTAL

Hilary Wilkinson, Principal

Address:

1155 N. State Street, Suite 400
Bellingham, WA 98225

Mailing Address:
Same

Contact Name: Hilary Wilkinson
Contact Phone: (360) 319-3493
Contact Email: Hilary@VedaEnv.com
GENERAL CONDITIONS

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

0.1 Scope of Services:
The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:
Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension: Not Applicable

11.1 Termination for Default: Not Applicable

11.2 Termination for Reduction in Funding: Not Applicable

11.3 Termination for Public Convenience:
The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

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

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.
The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor’s gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:
In the event the County’s Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

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

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:
The Contractor’s services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit “B” and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys’ fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 Assignment and Subcontracting:
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:
All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

31.2 Patent/Copyright Infringement: Not Applicable

Contract for Services
WRRA 1 Facilitation Support Services

v 1.0

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32.1 Confidentiality:
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement commercial general liability insurance with the following minimums:
- Property Damage - $500,000.00 per occurrence;
- Bodily Injury - $1,000,000.00 per occurrence.

A Certificate of insurance with appropriate endorsements, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered primary and non-contributory and shall waive all rights of subrogation. The County insurance shall not serve as a source of contribution.

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

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

35.1 Non-Discrimination in Employment:
The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Contract for Services
WRIA 1 Facilitation Support Services

Page 5
Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services: Not Applicable

36.1 Waiver of Noncompetition: Not Applicable

36.2 Conflict of Interest:
If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Gary Stoyka, 322 N. Commercial St. Ste 110, Bellingham, WA 98225

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

38.1 Certification of Public Works Contractor's Status under State Law: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: Not Applicable

38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations: Not Applicable
41.1 Severability:
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:
a. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.

b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

d. Arbitration: Not Applicable

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

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

45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
EXHIBIT "A"
(SCOPE OF WORK)

Project Name: Whatcom County Facilitation and Support Services Related to WRIA 1 Planning Unit

Whatcom County Public Works
322 N. Commercial, Suite 110
Bellingham Washington 98225

Veda Environmental
1155 N. State Street, Suite 400
Bellingham, Washington, 98225

Whatcom County and Veda Environmental hereby agree that Veda Environmental will perform the services defined herein under Scope of Work.

1. **Period of Performance**: April 29, 2015 through February 29, 2016

2. **Scope of Work**:

Whatcom County seeks meeting facilitation support services from Veda Environmental, as defined in the following tasks:

**Task 1: Background/Preparation**:
Veda will review existing information on WRIA 1 Planning Unit efforts, the Planning Unit Policies and Procedures Agreement, Washington Open Public Meetings Act (CPMA), and past Planning Unit meeting summaries. Veda will meet with representatives of the caucuses and other key players within one month of contract execution to develop a vision for moving forward on watershed issues.

**Assumptions**:
- Up to 15 in-person, individual meetings with caucus representatives, approximately 2 hours per meeting (prep, meeting, and follow-up notes)

**Deliverables**:
- Draft and final summary of findings from meetings with caucus representatives (10 pages maximum). Summary to include preliminary recommendations for how best to move forward on watershed issues over the course of 9 Planning Unit meetings.
- Draft and final Planning Unit Work Plan based on recommendations resulting from caucus meetings as well as background research and preparation conducted. (15 pages maximum). Work plan to include (but not limited to):
  - Overall goal and objectives for 9 Planning Unit meetings
  - Draft (1 page max) goals and objectives, plus preliminary topics, to be covered at each of 9 meetings

**Task 2: Meeting Facilitation**:
**Task 2.1 Preparation**: Veda will reserve meeting space, prepare and distribute meeting agendas for 9 meetings. Meeting agendas will be distributed to the Planning Unit at least two weeks prior to each Planning Unit meeting. Veda will forward meeting agendas to another outside contractor who will post the agendas on the web.

**Task 2.2 Meetings**: Veda will facilitate 9 Planning Unit meetings. Veda will provide appropriate staff to facilitate the Planning Unit meetings and capture meeting summaries. Hillary Wilkinson will facilitate the meetings. Other Veda staff may attend to assist as necessary.

**Task 2.3: Summaries**: Veda will prepare written meeting summaries. Upon approval by the Planning Unit, meeting summaries will be sent to another outside contractor who will post the summaries on the web. Veda will provide summaries for review within one week of each Planning Unit meeting.

**Assumptions**:
- Outside contractor to post meeting summaries on web within 48 hours of request being made by Veda
- Meeting summaries are high level and capture the following information:
  - Attendees
  - Major topics covered, including questions, answers, and areas of agreement (and disagreement if any)
  - Key issues raised and by whom (which caucus; no individual names listed)
  - Action items and next steps
- Costs for meeting space (if any) to be covered directly by Whatcom County
- Meeting summary approval will take place at the following meeting.
Deliverables:
• Draft and Final Meeting Summaries for 9 meetings

Task 3: Coordination and Technical Assistance:
Task 3.1: Document Preparation: Veda will work with the Planning Unit and County staff to prepare Planning Unit documents including, but not limited to, work plans, technical review documents, and budgets. Veda may provide technical expertise in the preparation of these documents, as requested and as budget allows. Depending on nature of technical expertise needed, Veda will utilize sub-contractor Herrera Environmental Consultants.

Task 3.2: Technical Assistance: Veda may provide technical expertise to further Planning Unit work, as requested and as budget allows. Depending on nature of technical support needed, Veda will utilize sub-contractor Herrera Environmental Consultants.

Task 3.3: Caucus Support: Veda may provide assistance to the County with distribution of caucus assistance funding, as requested.

Task 3.4: Attendance at County Council Meetings: Veda may attend and present at County Council meetings, as requested and as budget allows.

Task 4: Project Management:
Veda will provide appropriate project management services necessary for the execution of this contract. Project management task to include communications with caucus members throughout duration of contract, as well as monthly progress reports (submitted with an invoice) detailing progress towards/completion of specific tasks and deliverables.
As consideration for the services outlined in Exhibit A, Scope of Work, the County agrees to compensate the Contractor in accordance with the hourly rates listed below, which include overhead and profit. Mileage at IRS rate, lodging and per diem at a rate not to exceed the GSA rate for location services are provided. Reimbursement for air travel will be at coach rates. Other expenditures not specified in the scope sheet below shall be reimbursed at actual cost. All sub-consultant services shall be billed at cost plus 15%.

Contractor will invoice monthly. Invoices will include hours worked by employee by day together with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed $30,000. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor's expense.

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<tr>
<th>Task #</th>
<th>Task Name</th>
<th>Subtask #</th>
<th>Task or Subtask Name/Description</th>
<th>Assumptions</th>
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<td>Veda will review existing information on WRRA 1 Planning Unit efforts, the Planning Unit Policies and Procedures Agreement, Washington Open Public Meetings Act (OPMA), and past Planning Unit meeting summaries. Veda will meet with representatives of the Planning Unit within one month of contract execution to develop a vision for moving forward on watershed issues.</td>
<td>Up to 16 in-person, individual meetings with Planning Unit representatives, approximately 3 hours per meeting including prep and informal summary. 16x2=32 18 hrs (draft and final workplan) Total hours -HW: 50 Project Assistant - 6 hrs (gathering documents and general assistance)</td>
<td>• Draft and final Planning Unit Work Plan based on information gathered from one on one meetings, as well as background research and preparation conducted. (15 pages maximum). Work plan to include (but not limited to):  o Overall goal and objectives for 9 Planning Unit meetings  o Draft (1 page max) goals and objectives, plus preliminary topics, to be covered at each of 9 meetings</td>
<td>$ 145.00</td>
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| Preparation | Draft and final agendas for 9 meetings  
Draft and Final Meeting  
Summaries for 9 meetings  
For each meeting, assume:  
2 hrs logistics (room scheduling etc) - Project Asst  
5 hrs prep (includes 1-2 hrs with What Co project lead in advance of each meeting, and soliciting any needed input on the agenda)  
3 hrs facilitation  
4 hrs meeting summary (both draft and final)  
= 12 hrs per meeting - HW  
= 2 hrs per meeting - Project Assistant  
= 20 hrs (Project Assistant help with meetings as needed) |
|---|---|
| Meetings | 108  
25 | $18,035.00 |
| Summaries |  |
| |  |
| Document Preparation |  |
| Coordination and Technical Assistance |  |
| To be determined. Budget not to exceed $690.00. | To be determined | $690.00 |

**Contract for Services**  
WR1 1 Facilitation Support Services  
v 1.0
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<td>Technical Assistance: Veda may provide technical expertise to further Planning Unit work, as requested and as budget allows. Depending on nature of technical support needed, Veda will utilize sub-contractor Herrera Environmental Consultants.</td>
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<td>Attendance at County Council Meetings: Veda may attend and present at County Council meetings, as requested and as budget allows.</td>
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<td>Veda will provide appropriate project management services necessary for the execution of this contract. Project management task to include communications with caucus members throughout duration of contract, as well as monthly progress reports (submitted with an invoice) detailing progress towards/completion of specific tasks and deliverables. Monthly invoices Monthly progress reports</td>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Greg Nunn Insurance Agency Inc.
200 Roy St Suite 102
Seattle, WA 98109

INSURED
VEDA ENVIRONMENTAL LLC
2211 Elliott Ave Suite 200
Seattle WA 98120

COVERAGES

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Description of Operations/Locations:
1155 N STATE ST STE 400 BELLINGHAM WA 98225,
2211 Elliott Ave Suite 200, Suite 200 Seattle, WA 98121

Additional Insureds: Whatcom County - Public Works Department, Attn. Gary Stoyka
322 N. Commercial St., Suite 110

CERTIFICATE HOLDER
Whatcom County - Public Works Department
322 N. Commercial St., Suite 110
Bellingham, WA 98225

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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71
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PJ</td>
<td>4/1/15</td>
<td></td>
<td>4/28/15</td>
<td>Finance Council</td>
</tr>
</tbody>
</table>

Division Head: JW 4/11/15
Dept. Head: BD 4/2/15
Prosecutor: B 4-6-15
Purchasing/Budget: BB 7/4/15
Executive: C 1/2/10

TITLE OF DOCUMENT: Amendment #1 Coordinated Prevention Grant Agreement between State of Washington Department of Ecology and Whatcom County.

ATTACHMENTS:
1. 2 copies of grant agreement amendment
2. Info Sheet
3. Memo

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

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

This is a two year grant from Washington State Department of Ecology for solid waste compliance management and littering and illegal dumping enforcement activities. This grant has been a continuous source of solid waste program funding since 1996. The grant requires a 25% local match which is to be funded by the existing Solid Waste Disposal Tax. This amendment increases state funding by $47,247 and requires an additional $15,749 in local match.

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: Department of Ecology 2013 – 2015 Coordinated Prevention Grant Amendment #1
DATE: April 1, 2015

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

▪ Background and Purpose
The Coordinated Prevention Grant, which has been a continuous source of solid waste program funding since 1996, provides funding for solid waste compliance management and littering and illegal dumping enforcement services.

▪ Funding Amount and Source
The original 2013-2015 grant included $154,740 in state funds and required a 25% local match of $51,580 provided by the existing Solid Waste Disposal Tax. This amendment increases the state grant to $201,987 and the local match to $67,329. The additional match funds are in the 2015 budget. This agreement requires Council approval because the increase in local match funding required exceeds $5,000. An agenda bill is attached.

▪ Differences from Previous Contract
The 2012-2013 18-month grant provided $192,792 in state funds; the new grant is for a 24 month period and provides $201,987 including the additional state funds in this amendment.

Please contact Jeff Hegedus at extension 50895 if you have any questions regarding this agreement.

Encl.
<table>
<thead>
<tr>
<th>Contract Routing Steps &amp; Signoff</th>
<th>Sign or Initial</th>
<th>Indicate date transmitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Prepared by:</td>
<td>PI</td>
<td>Date: 3/31/15</td>
</tr>
<tr>
<td>2. Attorney reviewed:</td>
<td></td>
<td>Date: 4/6/15</td>
</tr>
<tr>
<td>3. AS Finance reviewed:</td>
<td></td>
<td>Date: 4/11/15</td>
</tr>
<tr>
<td>4. IT reviewed, if IT related:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Corrections made:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Attorney signoff:</td>
<td></td>
<td>Date: 4/6/15</td>
</tr>
<tr>
<td>7. Contractor signed:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>8. Submitted to Exec Office:</td>
<td></td>
<td>Date: 4/7/15</td>
</tr>
<tr>
<td>9. Council Approved (if required):</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>10. Executive signed:</td>
<td></td>
<td>Date:</td>
</tr>
<tr>
<td>11. Contractor original returned to Dept.:</td>
<td>Date:</td>
<td></td>
</tr>
<tr>
<td>12. County original to Council:</td>
<td></td>
<td>Date:</td>
</tr>
</tbody>
</table>

Summary of Scope: The Coordinated Prevention Grant, which has been a continuous source of solid waste program funding since 1996, provides funding for solid waste compliance management and littering and illegal dumping enforcement services.
AMENDMENT NO.1

TO

GRANT NO. G1400096

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

WHATCOM COUNTY HEALTH DEPARTMENT

PURPOSE: To amend the Agreement between the Department of Ecology, hereinafter referred to as “ECOLOGY” or “DEPARTMENT” and the Whatcom County Health Department, hereinafter referred to as ‘RECIPIENT’.

WHEREAS, Coordinated Prevention Grant funds originally allocated to other jurisdictions have been returned to ECOLOGY, and ECOLOGY sees important means of using the funds via the RECIPIENT,

IT IS MUTUALLY AGREED the agreement is amended as follows:

1) The state share for this agreement increases by $47,247 from $154,740 to $201,987.

2) The maximum eligible cost for this agreement increases by $62,996 from $206,320 to $269,316.

3) This amendment will allow ECOLOGY to reimburse RECIPIENT for more of the costs that it would have otherwise had to absorb. The outcomes remain the same, with the exception of the below portion. The Outcome Statement on page 4 of the original agreement is edited as below:

Outcome Statement: Through this grant, the RECIPIENT expects to conduct site inspections at each of the 12 conditionally exempt solid waste handling facilities in Whatcom County listed above and provide regulatory oversight and assistance as necessary to maintain compliance with local and state regulations. Additional site visits to conditionally exempt facilities may be conducted as funding permits. Additionally, the RECIPIENT will update its inventory of conditionally exempt facilities and conduct comprehensive site inspections at each one. An estimated 6 new facilities will be added to the inventory. (Work on the 18 permitted solid waste facilities/sites and 5 permitted landfills in post
closure listed above is funded through the permit fees, and thus not covered under this grant.)

4) The following term is added to the General Terms and Conditions:

"ECOLOGY’s ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions."

5) The revised budget for this agreement is as follows:

<table>
<thead>
<tr>
<th>CATEGORY TOTAL CATEGORY COST</th>
<th>Current Budget:</th>
<th>Amendment Budget Changes:</th>
<th>Total Maximum Eligible Cost:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CATEGORY: SOLID WASTE ENFORCEMENT</td>
<td>$206,320</td>
<td>+ $62,996</td>
<td>$269,316</td>
</tr>
<tr>
<td>1. Solid Waste Enforcement</td>
<td>$206,320</td>
<td>+ $62,996</td>
<td>$269,316</td>
</tr>
<tr>
<td>TOTAL MAXIMUM ELIGIBLE COST</td>
<td>$206,320</td>
<td>+ $62,996</td>
<td>$269,316</td>
</tr>
</tbody>
</table>

FUND SOURCE: (174/S00 9N2CP)

<table>
<thead>
<tr>
<th>FUND</th>
<th>Maximum Eligible Cost:</th>
<th>$269,316</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Toxics Control Account (LTCA)</td>
<td></td>
<td>STATE GRANT SHARE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$201,987</td>
</tr>
<tr>
<td>MATCH REQUIREMENT</td>
<td></td>
<td>LOCAL SHARE</td>
</tr>
<tr>
<td>Cash Match</td>
<td></td>
<td>$67,329</td>
</tr>
</tbody>
</table>

6) This Amendment is effective on January 1, 2014.
State of Washington Department of Ecology
Agreement no. G1400096, Amendment 1
Whatcom County Health Department

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

This Amendment is signed by persons who represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

IN WITNESS WHEREOF: the parties have executed this Amendment.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Laurie G. Davies Date
Program Manager
Waste 2 Resources Program

WHATCOM COUNTY HEALTH
DEPARTMENT

Regina Delahunt Date
Director

APPROVED AS TO FORM ONLY Assistant Attorney General
Program Approval
John Wolpers, Manager
4/1/15

WHATCOM COUNTY

JACK LOUWS
County Executive

STATE OF WASHINGTON )
COUNTY OF WHATCOM )

On this ______ day of ____________, 20____, before me personally
appeared Jack Louws, to me known to be the Executive of Whatcom County 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
Deputy Prosecuting Attorney
4/6/15

Date
**TITLE OF DOCUMENT**: Contract amendment to amend the scope and compensation for implementing a countywide project.

**ATTACHMENTS**:  
- Contract  
- Memo

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

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

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

**Requested Date:**

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

Executive Louws respectfully requests Council approval of the contract amendment agreement between Whatcom County and Bellingham Whatcom County Tourism for the provision of a countywide project to be completed in July, 2015.

**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).*
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Executive Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Tawni Helms</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Bellingham Whatcom County Tourism</td>
</tr>
<tr>
<td>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract?</td>
<td>Yes ☒ No ☐</td>
</tr>
<tr>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:</td>
<td>201411014</td>
</tr>
<tr>
<td>Does contract require Council Approval? Yes ☒ No ☐</td>
<td>If No, include WCC: (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</td>
</tr>
<tr>
<td>Is this a grant agreement? Yes ☐ No ☒</td>
<td>If yes, grantor agency contract number(s):</td>
</tr>
<tr>
<td>Is this contract grant funded? Yes ☐ No ☒</td>
<td>If yes, Whatcom County grant contract number(s):</td>
</tr>
<tr>
<td>Is this contract the result of a RFP or Bid process? Yes ☐ No ☒</td>
<td>Contract Cost Center: 14100</td>
</tr>
<tr>
<td>Is this agreement excluded from E-Verify? No ☐ Yes ☒</td>
<td>If no, include Attachment D Contractor Declaration form.</td>
</tr>
<tr>
<td>If YES, indicate exclusion(s) below:</td>
<td></td>
</tr>
<tr>
<td>☐ Professional services agreement for certified/licensed professional.</td>
<td>☐ Contract for Commercial off the shelf items (COTS).</td>
</tr>
<tr>
<td>☐ Contract work is for less than $100,000.</td>
<td>☐ Work related subcontract less than $25,000.</td>
</tr>
<tr>
<td>☐ Contract work is for less than 120 days.</td>
<td>☐ Public Works - Local Agency/Federally Funded FHWA.</td>
</tr>
<tr>
<td>☐ Interlocal Agreement (between Governments).</td>
<td></td>
</tr>
<tr>
<td>Contract Amount: (sum of original contract amount and any prior amendments):</td>
<td>Contracts that require Council Approval (incl. agenda bill &amp; memo)</td>
</tr>
<tr>
<td>$ 250,000</td>
<td>• Professional Services Agreement above $20,000.</td>
</tr>
<tr>
<td>$ 50,000</td>
<td>• Bid is more than $50,000.</td>
</tr>
<tr>
<td>Total Amended Amount: $ 300,000</td>
<td>• Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)</td>
</tr>
<tr>
<td>RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.</td>
<td></td>
</tr>
<tr>
<td>Summary of Scope: The special project is a two-tiered community assessment designed to produce recommendations for the promotion of tourism. The community assessment will focus on two areas: 1-5 entry points and throughfares into Bellingham, and the 5 border crossing entries into Whatcom County.</td>
<td></td>
</tr>
<tr>
<td>Term of Contract: 1 year</td>
<td>Expiration Date: 12/31/2015</td>
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<tr>
<td>Contract Routing: 1. Prepared by: twh</td>
<td>Date: 03/05/15</td>
</tr>
<tr>
<td>2. Attorney signoff: Daniel L. Johnson</td>
<td>Date: 04/02/15</td>
</tr>
<tr>
<td>3. AS Finance reviewed: Bette Castro</td>
<td>Date: 5/22/15</td>
</tr>
<tr>
<td>4. IT reviewed (if IT related):</td>
<td>Date:</td>
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<td>5. Contractor signed:</td>
<td>Date:</td>
</tr>
<tr>
<td>6. Submitted to Exec.:</td>
<td>Date:</td>
</tr>
<tr>
<td>7. Council approved (if necessary):</td>
<td>Date:</td>
</tr>
<tr>
<td>8. Executive signed:</td>
<td>Date:</td>
</tr>
<tr>
<td>9. Original to Council:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

Last Edited 060414
MEMORANDUM

TO: Jack Louws, County Executive
FROM: Tawni Helms, Administrative Coordinator
RE: Bellingham Whatcom County Tourism
DATE: 01.21.15

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

- **Background and Purpose**
  In 2013, The Lodging Tax Committee approved and additional $50,000 to Bellingham Whatcom County Tourism for the purposes of completing a countywide project. This project was later proposed to be a community assessment prepared by nationally renowned consultant, Roger Brooks. The consultant was secured late in 2014 for services to be performed in 2015.

  As a result, we are contracting for those services in 2015 and therefore amending the 2015 agreement. The scope of work now includes the community assessment and deliverables.

- **Funding Amount and Source**
  The Fund source is the Lodging Tax. The contract will be increased by $50,000 for a total of $300,000.

- **Differences from Previous Contract**
  The scope of work now includes a special project consisting of a community assessment and deliverables for an amount not to exceed $50,000.

Please contact Tawni Helms at extension 50124, if you have any questions or concerns regarding the terms of this agreement.

Encl.
Amendment No. 1
Whatcom County Contract No. 201411014
CONTRACT BETWEEN WHATCOM COUNTY AND
BELLINGHAM WHATCOM COUNTY TOURISM

THIS AMENDMENT is to the Contract between Whatcom County and Bellingham Whatcom County Tourism, dated December 1, 2014 and designated “Whatcom County Contract No. 201411014”. In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment adds the following to the Scope of Work, Exhibit A: Funding in an amount not to exceed $50,000 is provided by Whatcom County to be used to:

1) contract with Roger Brooks, Inc., for a community assessment resulting in recommendations for tourism partners. This includes an on-site assessment, a tourism partners’ workshop and the preparation of an assessment report inclusive of findings and recommendations as more fully defined in attachment A, in an amount not to exceed $40,000.

2) perform community action items resulting from assessment facilitated by Bellingham Whatcom County Tourism in an amount not to exceed $10,000.

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

This Amendment takes effect: May 1, 2015, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Bellingham Whatcom County Tourism have executed this Amendment on the date and year below written.

DATED this 16th day of April, 2015.

CONTRACTOR:

BELLINGHAM WHATCOM TOURISM

Loni Rahm, President

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) SS.

On this 17th day of April, 2015, before me personally appeared Loni Rahm to me known to be the President of the Bellingham Whatcom County Tourism and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

LINDA M. SALAS

Last Edited 06/17/14
82
WHATCOM COUNTY:

Approved as to form:

Daniel L. Stimson 04/02/15
Prosecuting Attorney Date

Accepted for Whatcom County:

By: ________________________________
    Jack Louws, Whatcom County Executive

STATE OF WASHINGTON  )
    ) ss
COUNTY OF WHATCOM  )

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

NOTARY PUBLIC in and for the State of Washington, residing at __________________. My commission expires ___________________.

CONTRACTOR INFORMATION:

BELLINGHAM WHATCOM COUNTY TOURISM

NAME:  Loni Rahm

Address:
904 Potter Street
Bellingham, WA 98229

Contact Name:  Loni Rahm
Contact Phone:  360-671-3990
Contact FAX:  360-647-7873
Contact Email:  loni@bellingham.org
October 15, 2014

Loni Rahm
President & CEO
Bellingham Whatcom County Tourism
904 Potter Street
Bellingham, WA 98229

RE: Assessment for Bellingham, WA

This agreement is hereby entered into this 27th day of October 2014 between Bellingham Whatcom County Tourism and Roger Brooks International Inc., a Washington corporation (herein RBI).

Scope of Services
During the weeks of July 13 and July 20, 2015, RBI shall perform a Community Assessment of Bellingham, WA and select areas within Whatcom County, which includes the following elements:

Professional Marketing Assessment:
RBI Team Members will perform a Professional Marketing Assessment. The object is to determine the effectiveness of the area’s marketing efforts including websites, travel guide write-ups, visitor information services, advertising, marketing materials, etc. The RBI Team will take a professional look at the marketing materials and make suggestions to improve the marketing efforts.

On-site Assessment:
**July 13-17, 2015** - This element includes a visit to Bellingham and specific areas within the county to assess the area through the eyes of a first-time visitor. This includes a look at signage (public and private), wayfinding (ease of getting around), general appeal (architecture, beautification), critical mass/business mix, business hours and merchant curb/facade appeal, visitor information services, visitor amenities (parking, restrooms), local attitude, attractions and activities, (things to see and do). In addition to assessing the downtown and outskirts of Bellingham, RBI will also assess the border crossings at Blaine—I-5 and Blaine—Pacific Highway (SR 543), Lynden—Guide Meridian (SR 539), Sumas—SR 9, and Point Roberts—Tyee Drive, and briefly of other communities south of the Canadian border within the timeframe. For challenges noted during the assessment, suggestions will be made on how they could be improved or corrected. During the assessment photographs will be taken and used in the Assessment Findings & Suggestions Workshop.

Preparation for Workshops:
**July 18-19, 2015** - Roger Brooks of RBI will prepare the Assessment Findings & Suggestions workshop.
to be held in Bellingham on Monday morning, July 20, 2015 as follows:

Workshops:
July 20, 2015
08:00 a.m. – 11:15 a.m. - Assessment Findings & Suggestions presentation (with a 15 minute break)

Deliverables
Six bound copies of the Assessment Findings & Suggestions report and a PDF file of the report will be sent to the Bellingham Whatcom County Tourism office within 90 days of the workshop.

Costs
The cost for the On-site Assessment, the workshop, the Assessment Findings & Suggestions Report, and PDF copy shall be a total of $40,000.00 Dollars, which includes all travel and related costs. Payment is due within 15 days of the invoice date. A service charge of 1.5% per month will be added to all amounts due after 30 days of invoice date.

Deposit:
A deposit in the amount of $7,000.00 Dollars is required to be paid by Bellingham Whatcom County Tourism. The deposit will be applied to the cost of the project.

Responsibilities of the Client
Bellingham Whatcom County Tourism shall provide the venue and all related costs of hosting and marketing the presentation, and shall provide the AV equipment as outlined in the AV Requirements sheet that accompanies this Letter of Understanding. Bellingham Whatcom County Tourism shall provide RBI with copies of advertising/marketing materials and any information that would be reasonably expected to enable RBI to perform the services outlined above. Bellingham Whatcom County Tourism will be responsible for marketing the workshop, distribution of brochures and/or fliers, etc. In addition, Bellingham Whatcom County Tourism shall coordinate filming/editing of the assessment presentation.

Both parties to this agreement are required to perform their respective obligations in full or in part, to the extent that they are reasonably able. Either party may suspend or terminate its performance obligations, partially or entirely, without liability or further obligation, to the extent that its performance is affected by events or occurrences beyond its control such as, but not limited to the following:

- Acts of God, such as earthquakes, disasters, or hazardous weather conditions (actual or forecasted)
- War or specific threat of war (declared or undeclared)
- Acts of domestic or foreign enemies
- Government regulation or travel advisory
- A cancellation or reduction in commercial air transportation preventing the majority of attendees or the presenter from attending
- Accidents, illness, or other casualties preventing performance of Roger Brooks or other RBI staff
- An event or occurrence creating a significant risk to the participants’ or presenter’s health or safety, such as a nuclear or biological hazard or the outbreak of disease
- Civil disorder

Each party must take reasonable steps to avoid or remove the effects of the event or occurrence affecting their performance. If a party’s performance under this contract is affected by an event or occurrence described above, they must send written notice to the other party within a commercially
reasonable time after the circumstance.

Video or audiotapes of RBI's session presentations shall be for internal use only. No copies of any of RBI's presentations may be duplicated, published, or placed on the Internet without written authorization from RBI.

The undersigned agree that the information garnered from this process, the workshop, videos, and materials will only be used for the purpose stated in this contract, and only by the organization that is under this contract.

This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

This Letter of Understanding is valid if signed and returned within 15 days of receipt.

Agreed to:

Date: 10-27-14

Lori Rahm, President & CEO
Bellingham Whatcom County Tourism

Date: 11-6-14

Drew Schmidt, Treasurer
Bellingham Whatcom County Tourism

Date: ________________

Rebecca L. Durkin, Executive Assistant
Roger Brooks International, Inc.
Community Reviewed in Your Sixty Key Elements

- Lodging facilities
- Use of technology
- Innovations & reflections (retail)
- Safety factors - day, night
- Community arts programs
- Industrial areas
- Transportation (rail, ferry, public)
- Access and egress from highways
- Emergency provisions
- Residential neighborhoods
- Visual cues, first impressions
- Community
- Hidden gems
- Anchor businesses
- Pole banners
- Beautification (public access areas)
- Community maintenance
- Curbs appeal
- Brands and expressions
- Overall quality (retail business mix)
- Supporting services/amenities
- Linkages, activities, and amenities
- Places and public spaces (indoor)
- Public assembly spaces (indoor)
- Parks and public spaces (outdoor)
- Pedestrian accessibility
- Parking (time limits, availability)
- Cultural activities/recreations
- Historical attractions/monuments
- Primary demographics
- Diversionary activities
- Cross-selling ability
- Visitor information availability
- Evening activities
- Supporting services
- Recreational activities
- Seasonality
- Attraction mix
- Critical mass/learning
- Retail beautification
- Billboards/outdoor marketing
- Internet accessibility
- Outdoor dining
- Gathering places [public/private]
- Public art
- Weather features
- Street scenes
- Temporary/portable signs
- Sandwich boards
- Exterior retail displays
- Real signages
- Customer service (retail)
- Business operating hours
- Pedestrian accessibility
- Crosswalks
- Downtown gateways
- Community gateways
- Business mix in downtown districts
- Pedestrian wayfinding
- Vehicular wayfinding
TO: Whatcom County Council  
FROM: Loni Rahm, Bellingham Whatcom County Tourism  
RE: Roger Brooks International - Community Assessment Project – 2015  
DATE: 4/17/2015

During the 2014 Budget Cycle, Whatcom County’s Lodging Tax Advisory Committee (LTAC) recommended to the County Council special project funding for a Community Assessment contracted through Bellingham Whatcom County Tourism. BWCT selected Roger Brooks International, a well renowned consulting group who specializes in tourism destinations. Due to the group’s popularity, we were unable to secure a time in 2014, and requested a budget amendment to carry forward the project into 2015. This request was unanimously approved by LTAC and is currently before the County Council.

What does this community assessment entail?

In mid-July, Roger Brooks and his team of visual, interactive, marketing and economic specialists will spend several days in Whatcom County conducting a thorough review of our community through the eyes of a first-time visitor. The two areas of focus will include access to/from points of interest along I-5, and the 5 international border crossings. Both of these represent the primary points of first impression of our community.

In advance the team reviews marketing materials from various organizations: economic and community development, tourism and downtown promotion, relocation kits, visitor guides, copies of ads, and websites for various communities.

Once onsite, they will observe and secret shop a variety of activities, shopping venues and dining options to review sixty key elements of our community. The team will progressively make their way from outside the community and narrow their focus to key spending districts and amenities, taking hundreds of photos to illustrate their observations. The goal is to reveal our community through the eyes of a first-time visitor whether as an investment opportunity, a place to move a business, live or visit. Their notes and images are incorporated into the Assessment Findings and Suggestions Workshop, a public presentation scheduled for July 20, 2015, to share their observations and to showcase low-cost ideas, solutions and things we can implement immediately.

The Community Assessment process represents $40,000 of the special project funds. An additional $10,000 has been set aside for implementation of the highest priority findings.

Please let me know if you have any questions.

Bellingham Whatcom County Tourism  
904 Potter Street, Bellingham, WA 98229  
360.671.3990 | 800.487.2032 | fax 360.677.7873  
www.bellingham.org
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originator:</td>
<td>pj</td>
<td>3/30/2015</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td>4/13/15</td>
<td></td>
<td>04/28/2015</td>
<td>Finance/Council</td>
</tr>
<tr>
<td>Dept. Head:</td>
<td>RHD</td>
<td>4/16/15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td>KMF</td>
<td>4/17/15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>4/17/15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>4/21/15</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Amendment to contract with Catholic Community Services for housing case management services.

**ATTACHMENTS:**
1. Memo
2. Info Sheet
3. 2 copies of contract amendment

**SEPA review required?** ( ) Yes ( ) No
**SEPA review completed?** ( ) Yes ( ) No

**Should Clerk schedule a hearing?** ( ) Yes ( ) No
**Requested Date:**

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

The 2014 annual Point in Time count showed that 553 persons were homeless in Whatcom County. This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center (WHSC). This contract funds case management and supportive services to those individuals receiving rental subsidies through WHSC in order to improve housing stability and reduce homelessness in Whatcom County. The purpose of this amendment is to add an additional housing case manager to provide supportive services for chronically homeless individuals receiving housing vouchers funded by the City of Bellingham.

**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: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Catholic Community Services, Housing Case Management Contract Amendment #2
DATE: April 15, 2015

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

- Background and Purpose
The 2014 annual Point in Time count showed that 553 persons were homeless in Whatcom County. This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center (WHSC). The purpose of the contract is to provide case management and supportive services to those individuals receiving rental subsidies through WHSC in order to improve housing stability and reduce homelessness in Whatcom County. In 2014, 85 clients receiving Catholic Community Services housing case management services were stably housed; 83% of those for at least 6 months.

- Funding Amount and Source
This contract is funded by document recording fees and Washington Department of Commerce grant funds in an amount not to exceed $182,686.

- Differences from Previous Contract
This amendment adjusts the contract budget to reflect the addition of another housing case manager. Council approval is required because this addition exceeds 10% of the original contract. An agenda bill is attached.

Please contact Gail de Hoog at extension 30693, if you have any questions or concerns regarding the terms of this agreement.

Encl.
## WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Gail de Hoog</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Catholic Community Services</td>
</tr>
</tbody>
</table>

**Is this a New Contract?**  If not, is this an Amendment or Renewal to an Existing Contract?  Yes  **X**  No  
Yes  **X**  No  **X**  If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract # **201311016**

Does contract require Council Approval?  Yes  **X**  No  
If No, include WCC ___

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

**Is this contract grant funded?**
Yes  **X**  partially  No  If yes, associated Whatcom County grant contract number(s) **201311017**

**Is this contract the result of a RFP or Bid process?**  Contract
Yes  **X**  No  
If yes, RFP and Bid number(s) 13-57  Cost Center: 122200 / 122300.

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

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

### Contract Amount:
<table>
<thead>
<tr>
<th>Sum of original contract amount and any prior amendments</th>
<th>$ 288,102</th>
</tr>
</thead>
<tbody>
<tr>
<td>This Amendment Amount</td>
<td>$ 38,634</td>
</tr>
<tr>
<td>Total Amended Amount</td>
<td>$ 326,736</td>
</tr>
</tbody>
</table>

Contracts that require Council Approval (incl. agenda bill & memo)
- Professional Services Agreement above $20,000.
- Bid is more than $50,000.
- Amendments that have either an increase greater than 10% or provide a $10,000 increase in amount (whichever is greater)

### Summary of Scope:
The 2014 annual Point in Time count showed that 553 persons were homeless in Whatcom County. This contract funds the provision of housing case management services in association with the Whatcom Homeless Service Center (WHSC). The purpose of the contract is to provide case management and supportive services to those individuals receiving rental subsidies through WHSC in order to improve housing stability and reduce homelessness in Whatcom County.

### Term of Contract: 1 year  Expiration Date: 12/31/2015

**Contract Routing Steps & Signoff:** [sign or initial][indicate date transmitted]
1. Prepared by:  **pi**  Date  **3/30/15**
2. Attorney reviewed:  **kmc**  Date  **4/17/15**
3. AS Finance reviewed:  **bbennett**  Date  **4/9/15**
4. IT reviewed if IT related:  Date  
5. Attorney signoff:  Date  
6. Contractor signed:  Date  **4/17/15**
7. Submitted to Exec Office:  Date  **4/17/15**
8. Council approved (if necessary):  Date  
9. Executive signed:  Date  
10. Original to Council  Date  
11. Original to Council  Date  

---

91
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT AMENDMENT

Whatcom County # 201311016

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

AMENDMENT NUMBER: 2

Whatcom County Courthouse
AND CONTRACTOR:

Catholic Community Services of Washington
1133 Railroad Ave.
Bellingham, WA  98225

CONTRACT PERIODS:
Original: 01/01/2014 – 12/31/2014
Amendment #1  01/01/2015 – 12/31/2015
Amendment #2  05/01/2015 – 12/31/2015

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 AMENDMENT:

(1). Amend Exhibit A, Scope of Work, Section IV, Program Outcomes by adjusting the number of households expected to be assisted as follows:

1. Seventy-seven (77) individuals or households from the Permanent Supportive Housing population will be stably housed after receiving case management services; 12-15 of those households will be identified from the intensive Case Management for the Complex Patient Project and 15 of those will identified for the Tenant Based Rental Assistance vouchers provided by the City of Bellingham.

(2). Amend Exhibit B, Compensation, Section II Allowable Cost Budget, to add $38,634 in additional funding to support an additional housing case manager. An amended Exhibit B is attached.

(3). Amended funding for the contract period (01/01/2015 – 12/31/2015) is not to exceed $182,686.

(4). Funding for the total contract period (01/01/2014 – 12/31/2015) is not to exceed $326,736.

(5). All other terms and conditions remain unchanged.

(6). The effective start date of the amendment is May 1, 2015 regardless of the date signed.
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERE TO REMAIN IN FULL FORCE AND EFFECT.

ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT.

Signature is required below.

APPROVAL AS TO PROGRAM:  
Anne Deacon, Human Services Division Manager  Date 4/15/15

DEPARTMENT HEAD APPROVAL:  
Regina A. Delahunt, Health Department Director  Date 4/16/15

APPROVAL AS TO FORM:  
Royce Buckingham, Civil Deputy Prosecuting Attorney  Date 4/17/15

FOR THE CONTRACTOR:

Contractor Signature  Print Name and Title  Date 4/13/15

STATE OF WASHINGTON
COUNTY OF WHATCOM

On this 13th day of April, 2015, before me personally appeared Will Rice, to me known to be the COO and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Linda L. Creutz  NOTARY PUBLIC in and for the State of Washington Residing at Bellingham.

My Commission expires: 11-10-18

FOR WHATCOM COUNTY:

Jack Louws, County Executive  Date

STATE OF WASHINGTON
COUNTY OF WHATCOM

On this ______ day of ____________________________, 2015, 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.

LINDA L. CREUTZ  NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

My Commission expires:
I. **Source of Funding**: The source of funding for this contract, in the amount not to exceed $182,686, is local document recording fees and the Washington Department of Commerce Consolidated Homeless Grant.

II. **Allowable Cost Budget**

The budget for this cost reimbursement contract is as follows:

<table>
<thead>
<tr>
<th>Contract Budget for the period 01/01/2015 – 12/31/2015</th>
<th>Documents Required With Each Invoice</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housing Case Manager</td>
<td>General Ledger Detail</td>
<td>$ 121,184</td>
</tr>
<tr>
<td>Housing Manager</td>
<td>General Ledger Detail</td>
<td>30,845</td>
</tr>
<tr>
<td>Supplies</td>
<td>General Ledger Detail</td>
<td>750</td>
</tr>
<tr>
<td>Data Processing/IT Support</td>
<td>General Ledger Detail</td>
<td>230</td>
</tr>
<tr>
<td>Cell Phone Expense</td>
<td>General Ledger Detail</td>
<td>1,440</td>
</tr>
<tr>
<td>Occupancy</td>
<td>General Ledger Detail</td>
<td>5,090</td>
</tr>
<tr>
<td>Mileage</td>
<td>Mileage log to include: name of the staff member, date of travel, starting point and destination of travel, the number of miles traveled and a brief description of the purpose of travel. Mileage will be reimbursed at the GSA rate (per <a href="http://www.gsa.gov">www.gsa.gov</a>).</td>
<td>3,400</td>
</tr>
<tr>
<td>Rental History/Background Checks</td>
<td>Receipts</td>
<td>2,050</td>
</tr>
<tr>
<td>Staff Training</td>
<td>Ground transportation, coach airfare, and ferries will be reimbursed at cost when accompanied by receipts. Reimbursement requests for allowable travel must include name of staff member, dates of travel, starting point and destination, and a brief description of purpose. Receipts for registration fees or other documentation of professional training expenses. Lodging and meal costs for training are not to exceed the U.S. General Services Administration Domestic Per Diem Rates (<a href="http://www.gsa.gov">www.gsa.gov</a>), specific to location. Receipts for meals are not required. Receipts required for tuition or registration fees.</td>
<td>2,000</td>
</tr>
<tr>
<td>Indirect Cost Allocations (accounting, human resources, agency director office)</td>
<td>General Ledger Detail</td>
<td>15,697</td>
</tr>
</tbody>
</table>

**SUBTOTAL:** $166,989

**TOTAL:** $182,686

Changes to the line item budget that exceed 10% of the line item amount must be approved in writing by the County. The contract value will not exceed $182,686.
III. Invoicing

1. The Contractor shall submit itemized invoices on a monthly/quarterly basis in a format approved by the County. Monthly/quarterly invoices must be submitted by the 15th of the month following the month of service. Invoices submitted for payment must include the items identified in the table above.

2. The Contractor shall submit invoices to (include contract/PO #):

   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.

5. 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.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>G. Stoyka Division Head:</td>
<td></td>
<td>4/15/15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J. Rutan Dept. Head:</td>
<td></td>
<td>4/15/15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Gibson Prosecutor:</td>
<td></td>
<td>4/17/15</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Bennett Purchasing/Budget:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J. Louns Executive:</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**

Water Quality Analytical Testing Services

**ATTACHMENTS:**

1. Memo
2. Contract Information Sheet
3. Contract and Exhibits

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

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

Public Works conducts routine water quality monitoring at approximately 90 sites throughout Whatcom County coastal drainages. Additionally, water samples are collected at approximately 45 focus area sites and 10 freshwater and marine sites in the Drayton Harbor watershed during the wet season. The data is used to track patterns in water quality, identify high priority areas for water quality improvement projects, and work with community members to identify solutions.

Edge Analytical Labs was selected through a competitive bid process and will provide laboratory analysis of surface water samples for bacteria analysis as described in the attached exhibit.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. 201504015

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Erika Douglas</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>Edge Analytical Laboratories</td>
</tr>
</tbody>
</table>

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

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

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

Is this contract grant funded? Yes ☒ No ☐  If yes, Whatcom County grant contract number(s): Partially, WC # 201303006

Is this contract the result of a RFP or Bid process? Yes ☒ No ☐  If yes, RFP and Bid number(s): 14-69 Contract Cost Center: 813002

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

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

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

$ 67,500

This Amendment Amount:

$ 

Total Amended Amount:

$ 

Summary of Scope: Public Works conducts routine water quality monitoring at approximately 90 sites throughout Whatcom County coastal drainages. Additionally, water samples are collected at approximately 45 focus area sites and 10 freshwater and marine sites in the Drayton Harbor watershed during the wet season. The data is used to track patterns in water quality, identify high priority areas for water quality improvement projects, and work with community members to identify solutions.

Edge Analytical Labs was selected through a competitive bid process and will provide laboratory analysis of surface water samples for fecal coliform and E. coli, as specified in the attached exhibit.

Term of Contract: 4/29/15-12/31/15 Expiration Date: 12/31/15

Contract Routing:
1. Prepared by: E. Douglas Date: 4/2/15
2. Attorney signoff: Daniel L. Gibson Date: 4/2/15
3. AS Finance reviewed: bbennett Date: 4/15/2015
4. IT reviewed (if IT related): Date: 4/15/2015
5. Contractor signed: ☑ Date: 4/15/2015
6. Submitted to Exec.: ☑ Date: 4/15/2015
7. Council approved (if necessary): Date: 
8. Executive signed: Date: 
9. Original to Council: Date: 

Last Edited 060414
MEMORANDUM

TO: The Honorable Jack Louws, Whatcom County Executive, and Honorable Members of the Flood Control Zone District Board of Supervisors

THROUGH: Joseph P. Rutan, P.E., Interim Public Works Director

FROM: Gary Stoyka, Natural Resources Manager
Erika Douglas, Senior Planner-Marine Resources

RE: Contract with Edge Analytical Labs for Water Quality Analytical Testing Services

DATE: April 7, 2015

Please find attached for your review and approval two (2) originals of a contract for services agreement between Whatcom County Flood Control Zone District and Edge Analytical Labs for water quality analytical testing services.

Requested Action
Public Works respectfully requests that the Flood Control Zone District Board of Supervisors authorize the County Executive to sign the attached contract for laboratory services.

Background and Purpose
Public Works conducts routine water quality monitoring at approximately 90 sites throughout Whatcom County coastal drainages. Additionally, water samples are collected at approximately 45 focus area sites and 10 freshwater and marine sites in the Drayton Harbor watershed during the wet season. The data is used to track patterns in water quality, identify high priority areas for water quality improvement projects, and work with community members to identify solutions.

Edge Analytical Labs was selected through a competitive bid process and will provide laboratory analysis of surface water samples for fecal coliform and E. coli, as specified in the attached exhibit.

Funding Amount and Source
This contract is not to exceed $67,500.00 and will be funded through the Public Works Natural Resources approved 2015 budget (Fund 169). A portion of this contract will be funded through a grant agreement with the Washington State Department of Health (WC Contract # 201303006).

Please contact Erika Douglas at extension 50692 if you have any questions or concerns regarding the terms of this agreement.

Enclosure
CONTRACT FOR SERVICES
WATER QUALITY ANALYTICAL TESTING SERVICES

EDGE ANALYTICAL LABS, hereinafter called Contractor, and Whatcom County Flood Control Zone District, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:
- General Conditions, pp. 3 to 8
- Exhibit A (Scope of Work), pp. 9 to 10
- Exhibit B (Compensation), pp. 11 to 11
- Exhibit C (Certificate of Insurance)

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

The term of this Agreement shall commence on the 29TH day of APRIL, 2015, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31ST day of DECEMBER, 2015.

The general purpose or objective of this Agreement is to: provide analytical testing services, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed SIXTY-SEVEN THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS ($67,500.00). The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, 34.2, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 15 day of April, 2015.

CONTRACTOR:

EDGE ANALYTICAL LABS

Ben Miller, VP of Support Services

STATE OF WASHINGTON 
COUNTY OF SHELTON  
ss.

On this 15 day of April, 2015, before me personally appeared BEN MILLER to me known to be the VP of SUPPORT SERVICES of EDGE ANALYTICAL LABS and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Notary Public Signature]

NOTARY PUBLIC in and for the State of Washington, residing at Mt. Vernon. My commission expires 6-28-16.

Contract for Services - Edge Analytical Labs
Analytical Testing Services
WHATCOM COUNTY:
Recommended for Approval:

Joseph Rutan, P.E.  Date
Interim Public Works Director

Approved as to form:

Daniel L. Gibson  Date
Whatcom County Prosecuting Attorney

Approved:
Accepted for Whatcom County:

By:
Jack Louws, Whatcom County Executive for the Flood Control Zone District

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM )

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

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

________________________. My commission expires ___________________

CONTRACTOR INFORMATION:

EDGE ANALYTICAL LABS

Ben Miller, VP of Support Services

Address:
805 W. Orchard Street, Suite 4
Bellingham, WA 98225

Contact Name: Ben Miller
Phone: 800.755.9295
Contact Email: bmiller@edgeanalytical.com
GENERAL CONDITIONS

Series 00-09: Provisions Related to Nature and Purpose of Agreement

0.1 Scope of Services:
The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term: Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

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

11.1 Termination for Default: If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding: In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience: Not Applicable

Series 20-29: Provisions Related to Consideration and Payments

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

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."
21.1 **Taxes:**
The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 **Withholding Payment:**
In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to the Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 **Labor Standards:**
The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

**Series 30-39: Provisions Related to Administration of Agreement**

30.1 **Independent Contractor:**
The Contractor's services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of the County. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service on a Schedule C, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

30.2 **Assignment and Subcontracting:**
The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
30.3 No Guarantee of Employment:
The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced:
All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County.

31.2 Patent/Copyright Infringement:
Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:
A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.
B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, settlements, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:
This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.1 Proof of Insurance:
The Contractor shall carry for the duration of this Agreement commercial general liability insurance with the following minimums:
Property Damage - $500,000.00 per occurrence;
Bodily injury - $1,000,000.00 per occurrence.

A certificate of such insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". The certificate shall include and be accompanied by endorsements that stipulate that the Contractor's insurance shall be primary and non-contributory and that shall waive all rights of subrogation against the County and its insurer. The County's insurance shall not serve as a source of contribution.

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

34.3 Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including
loss of use thereof, to the extent such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

35.1 Non-Discrimination in Employment:
The County’s policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, age, marital status, disability, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:
The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, disability, or veteran status; or deny an individual or business any service or benefits under this Agreement; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement; or deny an individual or business an opportunity to participate in any program provided by this Agreement.

36.1 Waiver of Noncompetition:
Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:
If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County’s interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County’s interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County’s representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County’s right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Gary Stoyka, Natural Resources Manager
Whatcom County Public Works
322 N. Commercial Street, Suite 210
Bellingham, WA 98225
37.2 Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement except service of process, notice shall be given by the Contractor to the County’s Administrative Officer under this Agreement. Notice to the Contractor for all purposes under this Agreement shall be given to the address provided by the Contractor herein above in the “Contractor Information” section. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

38.1 Certification of Public Works Contractor’s Status under State Law: Not Applicable

38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
The Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled “Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction” without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The “General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs” is available to research this information at [https://www.sam.gov/](https://www.sam.gov).

38.3 E-Verify: Not Applicable

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

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

40.2 Contractor Commitments, Warranties and Representations:
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

41.1 Severability:
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

41.2 Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

42.1 Disputes:
a. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.
b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

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

d. Arbitration: Not Applicable

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

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

45.1 Entire Agreement:
This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.
EXHIBIT "A"
(SCOPE OF WORK)

WATER QUALITY ANALYTICAL TESTING SERVICES

Contractor shall maintain Washington State Department of Ecology laboratory accreditation throughout the term of this agreement.

Surface water samples will be analyzed for fecal coliform bacteria and *E. coli* (in some circumstances) between April 2014 and December 2015. Approximately 150 routine samples per month will be delivered to Contractor for fecal coliform analysis. Samples will be delivered in five groupings, described below, and will be scheduled one month to one quarter in advance of delivery. During the dry season, the number of samples will be reduced based upon stream flow.

Sample Groupings:
- Drayton- 34 samples
- Portage- 19 samples
- Terrell+Coastal- 38 samples
- Terrell-18 samples
- Chuckanut-8 freshwater, 5 marine

Between 25 and 45 focus area samples per week or every two weeks will be delivered to Contractor for fecal coliform analysis. The number of samples will fluctuate with the season and stream flow. A subset of samples may be analyzed for both fecal coliform and *E. coli* and will be clearly labeled on the chain of custody (COC). Sampling runs will be scheduled one month to one quarter in advance of delivery and the schedule will be shared with Contractor at least one week prior to the first sample run of the quarter. During the dry season, the number of samples will be reduced based upon stream flow.

Additionally, follow up samples may be collected in response to elevated bacteria results observed during routine sampling run or in focus areas. Edge will be contacted prior to collecting follow up samples to determine if extra samples can be accepted.

Fecal coliform bacteria samples will be analyzed by Contractor in accordance with the *Whatcom County Water Quality Monitoring: Fecal Coliform Quality Assurance Project Plan*. Fecal coliform bacteria will be enumerated using the membrane filtration method, Standard Method (SM) 9222D for freshwater samples, SM9222E for marine samples, and for *E. coli* using SM9222G (APHA et al. 2005). Analytical methods are summarized in Table 1. Other analytical methods for bacteria analysis can be considered and approved through written documentation. Contractor will provide reuseable, sterile bottles for sampling and a larger bottle will be provided for lab duplicate samples.

Sample bottles will be packed tightly with ice in the cooler immediately upon collection and hand delivered to the laboratory. All sample containers will be labeled with a self-adhesive label including sample identifiers. Samples will be accepted for analysis only if the temperature control is measured below 10°C at the time of sample submittal, unless the samples have been collected within two hours of submittal and were immediately placed on ice. A COC provided by Contractor will accompany all samples to the laboratory. Samples may be delivered to
Contractor between 8:30am to 5:30pm Monday through Thursday and 8:30am to 4:30pm on Friday.

Contractor will follow their quality assurance/quality control (QAQC) plan. This includes analysis of blanks pre, mid, and post batch of 20 samples and a lab duplicate for 10% of samples analyzed. Fecal coliform results will be flagged when the number of colonies grown on a plate falls outside limits for the method.

Table 1. Summary of sample handling and analytical methods.

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Description</th>
<th>Method</th>
<th>Sample Container</th>
<th>Preserve</th>
<th>Max Holding Time</th>
<th>Precision/Quantitation Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fecal coliform</td>
<td>Membrane filtration method</td>
<td>SM 9222D&lt;sup&gt;1&lt;/sup&gt;</td>
<td>PE, 125 - 250 mL, sterile</td>
<td>10 °C, dark</td>
<td>8 hours (delivered to lab within 6hrs)</td>
<td>1 cfu/100mL</td>
</tr>
<tr>
<td>bacteria</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fecal coliform</td>
<td>Multiple tube fermentation method (MPN)</td>
<td>SM 9221E&lt;sup&gt;1&lt;/sup&gt;</td>
<td>125 or 250mL sterile bottle</td>
<td>10 °C, dark</td>
<td>8 hrs (deliver to lab within 6 hrs)</td>
<td>2 FC/100mL</td>
</tr>
<tr>
<td>bacteria</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. coli</td>
<td>MF partition method following MF for fecal coliform</td>
<td>SM 9222G&lt;sup&gt;1&lt;/sup&gt;</td>
<td>125 or 250mL sterile bottle</td>
<td>10 °C, dark</td>
<td>8 hrs (deliver to lab within 6 hrs)</td>
<td>2 cfu/100mL</td>
</tr>
<tr>
<td>bacteria</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

<sup>1</sup>APHA et al., 2005. Standard Methods for the Examination of Water and Wastewater, 21<sup>st</sup> Edition.

Preliminary results will be sent via e-mail to edouglas@co.whatcom.wa.us or faxed to Whatcom County Public Works- Natural Resources, Attention: Erika Douglas, (360) 738-2468, within 2 working days of sample delivery for fecal coliform analysis. Preliminary results exceeding 200FC/100mL will be reported within 24 hours of sample submission. Final reports will be provided within 10 working days of sample submission.
<table>
<thead>
<tr>
<th></th>
<th>Approximate Number of Samples</th>
<th>County Cost Per Sample</th>
<th>Estimated Cost 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fecal Coliform-Routine</td>
<td>1,300-1,725</td>
<td>$20.00</td>
<td>$26,000.00</td>
</tr>
<tr>
<td>Fecal Coliform-Focus Areas</td>
<td>1,440-2,340</td>
<td>$20.00</td>
<td>$28,800.00</td>
</tr>
<tr>
<td>Fecal Coliform-Marine Sites</td>
<td>100</td>
<td>$20.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Fecal Coliform &amp; E.coli</td>
<td>105-210</td>
<td>$30.00</td>
<td>$3,840.00</td>
</tr>
<tr>
<td>Follow Up Sampling</td>
<td></td>
<td>See rates above</td>
<td>$6,860.00</td>
</tr>
<tr>
<td><strong>Total not to exceed</strong></td>
<td></td>
<td></td>
<td><strong>$67,500.00</strong></td>
</tr>
</tbody>
</table>
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER

Mycoff Insurance Agency Inc.
501 South 2nd Street
P. O. Box 1010
Mount Vernon WA 98273

CONTACT NAME: Greta Perales
PHONE: (360) 336-2112
EMAIL: greta@mycoffinsurance.com

INSCRIBER: Aetna West American Insurance Co.
INSURER #: 44393

INSCRIBER: Ohio Security Insurance Co.
INSURER #: 24082

INSCRIBER: Ohio Casualty Insurance Co.
INSURER #: 24074

INSURED: North Pacific Insurance Comp.
INSURER #: 24074

DATE (MM/DD/YYYY): 4/15/2015

COVERAGES

CERTIFICATE NUMBER: 15-16

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY THE PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSERT</th>
<th>TYPE OF INSURANCE</th>
<th>ADJUS SUBINSVW</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>X OCCUR</td>
<td>BMX6439016</td>
<td>4/1/2015</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person)</td>
<td>$15,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMPOP AGG</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>INTNOR</td>
<td>$</td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>X ANY AUTO</td>
<td>ALL OWNED AUTOS</td>
<td>BA56439016</td>
<td>4/1/2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SCHEDULED AUTOS</td>
<td>NON-OWNED AUTOS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>,X OCCUR</td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>COMBINED SINGLE LIMIT</td>
<td>$1,000,000</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per person)</td>
<td>$</td>
</tr>
<tr>
<td>C</td>
<td>UMBRELLA LIABILITY</td>
<td>X OCCUR</td>
<td>CLAIMS-MADE</td>
<td>USO56439016</td>
<td>4/1/2015</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
<td>$2,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>B</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
<td>N/A</td>
<td></td>
<td>WASHINGTON STOP GAP ONLY</td>
<td>4/1/2015</td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR, PARTNER, EXECUTIVE OFFICER/INSUREE EXCLUDED?</td>
<td></td>
<td></td>
<td>E.L. EACH ACCIDENT</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>(Mandatory in NH)</td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td>DESCRIPTION OF OPERATIONS below</td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)

WHATCOM COUNTY PUBLIC WORKS IS NAMED AS ADDITIONAL INSURED TO THE GENERAL LIABILITY POLICY AS RESPECTS TO WORK PERFORMED ON THEIR BEHALF BY THE NAMED INSURED PER THE ATTACHED FORM CG 88 10 04 13 (PAGES 3-6). REFERENCE: ANALYTICAL LAB TESTING.

CERTIFICATE HOLDER

WHATCOM COUNTY PUBLIC WORKS
322 N. COMMERCIAL, SUITE 110
BELLINGHAM, WA 98225

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)
b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

2. Paragraph 6. under Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of “property damage” to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant’s Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an “insured contract”.

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I – Coverage C – Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGE A AND B

1. Under Supplementary Payments – Coverages A and B, Paragraph 1.b. is replaced by the following:

b. Up to $3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph 1.d. is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to $500 a day because of time off from work.

G. ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under Section II – Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your or going operations for the additional insured that are the subject of the written contract or written agreement provided that the “bodily injury” or “property damage” occurs, or the “personal and advertising injury” is committed, subsequent to the signing of such written contract or written agreement; or
b. Premises or facilities rented by you or used by you; or

c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

(1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;

(2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".

(3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b) The construction, erection, or removal of elevators; or

c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV – Commercial General Liability Conditions.
2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.

b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

a. The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.
**TITLE OF DOCUMENT:** Bid #15-05 Central Shop Vehicle Exhaust System Upgrade

**ATTACHMENTS:** Memos from Finance and Facilities

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

The Facilities Management Department is requesting approval to award the bid and enter into a contract for the Central Shop Vehicle Exhaust System Upgrade. Two bids were received and Facilities would like to award to the low bidder, Blythe Plumbing & Heating in the amount of $173,755.16. This is a planned project. Funding for this project is included in the current budget, approved on ASR #2015-5379.
DATE: April 17, 2015
TO: Jack Louws, County Executive
FROM: Brad Bennett, Administrative Services Finance Manager
SUBJECT: Award Bid #15-05, Central Shop Vehicle Exhaust System Upgrade

**Background & Purpose**
Bids were advertised to upgrade the vehicle exhaust system located at the Central Shop. Two bids were received on March 17, 2015 and are noted below.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Base Bid</th>
<th>Alternate #1</th>
<th>Alternate #2</th>
<th>Alternate #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blythe Plumbing &amp; Heating</td>
<td>160,143.00</td>
<td>45,278.00</td>
<td>17,500.00</td>
<td>56,500.00</td>
</tr>
<tr>
<td>IMAC, Inc</td>
<td>222,964.15</td>
<td>66,223.88</td>
<td>36,811.53</td>
<td>92,811.53</td>
</tr>
</tbody>
</table>

Facilities Management is requesting approval to award to the low bidder, Blythe Plumbing & Heating, in the amount of $173,755.16. Due to limits in funding, Facilities is accepting the base bid without any of the three alternates.

**Funding**
This is a planned project. Adequate funds exist in the current Public Works ER&R budget, provided by Additional Service Request #2015-5379. I concur with this recommendation.

Approved as recommended:

[Signature]
Administrative Services Finance Manager

County Executive
Date ______________________
MEMO TO: Brad Bennett, Finance Manager

FROM: Michael Russell, Facilities Manager

DATE: March 31, 2015

RE: Recommend to Accept Bid #15-05 – C Shop Vehicle Exhaust System Upgrade

On Tuesday, March 17, 2015 two bids were received in response to Whatcom County Bid #15-05, Central Shop Vehicle Exhaust System Upgrade. The following bids were received:

<table>
<thead>
<tr>
<th>Base Bid</th>
<th>Blythe Plumbing &amp; Heating</th>
<th>IMAC Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete repair &amp; installation of South End of Shop (10 vehicle bays w/exhaust hoses)</td>
<td>$173,755.16</td>
<td>$241,916.10</td>
</tr>
<tr>
<td>Alternate #1</td>
<td>Complete repair &amp; installation of the North End of Shop (4 vehicle bays w/exhaust hoses)</td>
<td>$49,126.63</td>
</tr>
<tr>
<td>Alternate #2</td>
<td>Acoustical enclosure surrounding the two existing vehicle exhaust fans (located on 2nd floor area)</td>
<td>$18,987.50</td>
</tr>
<tr>
<td>Alternate #3</td>
<td>Furnish and install makeup air units (serves entire North &amp; South end of shop)</td>
<td>$61,302.50</td>
</tr>
</tbody>
</table>

**Blythe Plumbing & Heating** met all of the required specifications for performing the work required for this project. It is the recommendation of this office that the low bid submitted by **Blythe Plumbing & Heating** be accepted for this project.

Funding amount needed for this contract is $173,755.16, including WSST. There is no contingency associated with this project. Base bid is the only alternative due to funding limitations.

Funding is provided via a Public Works ASR #2015-5379.
If you need additional information, please contact me at extension 50575.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to:</th>
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<tbody>
<tr>
<td>Originator:</td>
<td>5V</td>
<td>04/17/15</td>
<td></td>
<td>04/28/15</td>
<td>Finance/Council</td>
</tr>
<tr>
<td>Division Head:</td>
<td></td>
<td></td>
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<tr>
<td>Dept. Head:</td>
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<tr>
<td>Prosecutor:</td>
<td></td>
<td></td>
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<td>Purchasing/Budget:</td>
<td>88</td>
<td>04/17/15</td>
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<td></td>
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<tr>
<td>Executive:</td>
<td>1/21/15</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:** Approval to Award Bid 15-16, Rental Rates for Maintenance and Construction Equipment Without Operators

**ATTACHMENTS:** Memo from Finance

**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.)

Administrative Services is requesting approval to award Bid 15-16, Rental Rates for Maintenance and Construction Equipment Without Operators. They would like to award to all bidders. The intent of this bid is to obtain firm pricing on rental equipment that could be used by Public Works and any other department that may need to rent equipment for regular projects or emergencies. When equipment is needed, the County will select it from the list, based on equipment availability and suitability, with preference to low bidders. It is possible that more than $50,000 could be spent with a single vendor.

**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.
DATE: April 17, 2015
TO: Jack Louws, County Executive
FROM: Brad Bennett, Administrative Services Finance Manager
SUBJECT: Award of Bid #15-16, Rental of Equipment Without Operator

BACKGROUND
The purpose of this bid is to establish prices and identify firms that are interested in providing maintenance and construction equipment for rent to the County on an on-call basis.

Public Works and other departments will select equipment for rent from the list. The selection will be based on equipment availability and suitability, with preference to the low bidder. The following companies submitted bids on Tuesday March 24, 2015. A list of available equipment and labor rates is attached.

- Sonsray Machinery
- Hertz
- Pape Rents
- Godwin Pumps
- Star Rentals
- NW Heavy Equipment
- Darling Sons Int'l
- United Rentals
- Birch Equipment

Rentals will be made on an as-needed basis. It is possible that more than $50,000 could be spent with a single vendor. Administrative Services is requesting approval to award to all bidders.

I concur with the recommendation.

_________________________________________
Administrative Services Finance Manager

Approved as Recommended:

______________________________
County Executive

______________________________
Date of Council Action
Whatcom County
Bid #15-16

2015-2016
Rental Rates for Maintenance & Rental Equipment
<table>
<thead>
<tr>
<th>Group 1 - Gravel Dump Trucks</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>10-Yard 3-Axle Dump Truck</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Bidder Information</strong></td>
<td><strong>Description</strong></td>
</tr>
<tr>
<td>Hertz Equipment Rental</td>
<td><em>With Auto Tarps</em></td>
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<tr>
<td>Phone</td>
<td>360-734-2900</td>
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<tr>
<td>Location</td>
<td>Bellingham</td>
</tr>
<tr>
<td>Mobilization</td>
<td>$130/hr</td>
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<tr>
<td><strong>12-Yard 4-Axle Dump Truck</strong></td>
<td>No Bid</td>
</tr>
<tr>
<td><strong>18-Yard 5-Axle Dump Truck &amp; Pony Trailer</strong></td>
<td>No Bid</td>
</tr>
<tr>
<td><strong>22-Yard 7-Axle Dump Truck &amp; Pony Trailer</strong></td>
<td>No Bid</td>
</tr>
<tr>
<td><strong>End Dump Tubs (greater than 15 yards)</strong></td>
<td>No Bid</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Group 2 - Rock Dump Trucks</th>
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</thead>
<tbody>
<tr>
<td><strong>10-Yard 3-Axle Dump Truck</strong></td>
<td>No Bid</td>
</tr>
<tr>
<td><strong>12-Yard 4-Axle Dump Truck</strong></td>
<td>No Bid</td>
</tr>
<tr>
<td><strong>End Dump Tubs (greater than 15 yards)</strong></td>
<td>No Bid</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Group 3 - Side Dump Trucks</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>10-Yard 3-Axle Dump Truck</strong></td>
<td>No Bid</td>
</tr>
<tr>
<td><strong>12-Yard 4-Axle Dump Truck</strong></td>
<td>No Bid</td>
</tr>
<tr>
<td><strong>18-Yard 5-Axle Dump Truck &amp; Pony Trailer</strong></td>
<td>No Bid</td>
</tr>
<tr>
<td><strong>22-Yard 7-Axle Dump Truck &amp; Pony Trailer</strong></td>
<td>No Bid</td>
</tr>
<tr>
<td><strong>End Dump Tubs (greater than 15 yards)</strong></td>
<td>No Bid</td>
</tr>
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</table>
Whatcom County  
Bid #14-18  
Rental Rates for Equipment without Operator

### Group 4 - Lowboy & Pup Trailer

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Hrly</th>
<th>Daily</th>
<th>Wkly</th>
<th>Mnthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-Axle Lowboy Trailer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No Bid</td>
</tr>
<tr>
<td>3-Axle Lowboy Trailer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No Bid</td>
</tr>
<tr>
<td>4-Axle Lowboy Trailer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No Bid</td>
</tr>
<tr>
<td>Pup Trailer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No Bid</td>
</tr>
<tr>
<td>2-Axle Pup Trailer with Truck</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No Bid</td>
</tr>
<tr>
<td>3-Axle Pup Trailer with Truck</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No Bid</td>
</tr>
<tr>
<td>4-Axle Pup Trailer with Truck</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No Bid</td>
</tr>
</tbody>
</table>

### Group 5 - Semi-Bottom Dump Truck

<table>
<thead>
<tr>
<th>Description</th>
<th>Units</th>
<th>Hrly</th>
<th>Daily</th>
<th>Wkly</th>
<th>Mnthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>18-yard Belly Dump 2-Axle Trailer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No Bid</td>
</tr>
<tr>
<td>20-yard Belly Dump 3-Axle Trailer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No Bid</td>
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### Group 6 - Off-Road Dump Truck

<table>
<thead>
<tr>
<th>Bidder Information</th>
<th>Description</th>
<th>Units</th>
<th>Hrly</th>
<th>Daily</th>
<th>Wkly</th>
<th>Mnthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Darling Sons Intl LLC</td>
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# Whatcom County
**Bid #14-18**

**Rental Rates for Equipment without Operator**

## Group 7 - Front End Loader

### 2-cubic yard

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## Group 7 - Front End Loader (continued)

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## Group 9 - Dozer

### D-3 Dozer

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### D-5 Dozer

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**D-7 Dozer**

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**D-8 Dozer**

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# Rental Rates for Equipment without Operator

## Group 10, 11, 12, 13 - Excavator

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Whatcom County
Bid #14-18
Rental Rates for Equipment without Operator

Group 10, 11, 12, 13 - Excavator (continued)

2015-2016 Rental Rates
Page 8 of 18
## Group 10, 11, 12, 13 - Excavator (continued)

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## Group 18A - Steel Roller (continued)

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## Group 18C - Sheepsfoot Roller

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<th>Unit Weight</th>
<th>Roller Width</th>
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<th>Daily</th>
<th>Wkly</th>
<th>Mnthly</th>
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<tbody>
<tr>
<td>NW Heavy Equipment Repair</td>
<td>Vibromax 605</td>
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<td>1</td>
<td>$270</td>
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<td>Vibromax 1105</td>
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*we carry sheepsfoot plate attachments for some of our rollers; please call if needed*

## Group 19 - Mobile Crane

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<th>Description</th>
<th>Size in tons</th>
<th>Boom Length</th>
<th>Hrly</th>
<th>Daily</th>
<th>Wkly</th>
<th>Mnthly</th>
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<tr>
<td>Birch Equipment</td>
<td>15 Ton Lorraine Crane</td>
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<td>68</td>
<td>$420</td>
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## Group 19 - Mobile Crane (continued)

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<th>Daily</th>
<th>Wkly</th>
<th>Mthly</th>
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<td>Elliot Truck Mounted</td>
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<td>95°</td>
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<td>$1,542.75</td>
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## Group 20 - Pile Driver

No Bid

## Group 21 - Dragline or Clam

No Bid

## Group 22 - Layton Box

No Bid

## Group 23 - Pavement Pulverizer

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<th>Description</th>
<th>Units</th>
<th>Hrly</th>
<th>Daily</th>
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<th>Mthly</th>
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<tbody>
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<td>United Rentals</td>
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<td>TBD</td>
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<td>APT M160 60lb</td>
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## Group 24 - Self-Loading Ditch Cleaner

No Bid

## Group 25 - Hydro-Seeder

No Bid

## Group 26 - Backhoe

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<th>Description</th>
<th>Units</th>
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<th>Daily</th>
<th>Wkly</th>
<th>Mthly</th>
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<tbody>
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<td>Birch Equipment</td>
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<td>$240</td>
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<tr>
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<td>Darling Sons Int'l LLC</td>
<td>CAT 416D</td>
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<td>$200</td>
<td>$800</td>
<td>$2,400</td>
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<td>Phone</td>
<td>360-668-7617</td>
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<tr>
<td>Hertz Equipment Rental</td>
<td>JD310/Case 580 (4wd EXT)</td>
<td>40</td>
<td>$230</td>
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### Group 26 - Backhoe (continued)

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<th>Wkly</th>
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<tbody>
<tr>
<td><strong>NW Heavy Equipment Repair</strong></td>
<td>John Deer 310 4x4 1, 2, c/o Bkts</td>
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<td>Kubota B26 $75/hr</td>
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<tr>
<td><strong>Sonray Machinery</strong></td>
<td>Case 580 SN</td>
<td>1</td>
<td>$200</td>
<td>$650</td>
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### Group 27 - Tractor Mounted Mower & Brush Cutter

#### Rotary/Rear Mount

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<th>Description</th>
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<th>Daily</th>
<th>Wkly</th>
<th>Mnthly</th>
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</thead>
<tbody>
<tr>
<td><strong>Birch Equipment</strong></td>
<td>T1510 New Holland w/60&quot; mower</td>
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<td>$210</td>
<td>$725</td>
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<td><strong>NW Heavy Equipment Repair</strong></td>
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#### Flail/Rear Mount

**No Bid**

#### Rotary/Shoulder

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<th>Description</th>
<th>Reach Length</th>
<th>Units</th>
<th>Hryl</th>
<th>Daily</th>
<th>Wkly</th>
<th>Mnthly</th>
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<tbody>
<tr>
<td><strong>Sonray Machinery</strong></td>
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<td>16'-20'</td>
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<tr>
<td>Mobilization</td>
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#### Flail/Shoulder

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<th>Units</th>
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<th>Wkly</th>
<th>Mnthly</th>
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<tbody>
<tr>
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<td>$8,400</td>
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### Rotary/Lowarm

**No Bid**
### Group 27 - Tractor Mounted Mower & Brush Cutter (continued)

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<th>Description</th>
<th>Reach Length</th>
<th>Units</th>
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<th>Daily</th>
<th>Wkly</th>
<th>Mnthly</th>
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<tbody>
<tr>
<td>NW Heavy Equipment Repair</td>
<td>Kubota 057</td>
<td>$ 1</td>
<td>$ 360</td>
<td>$ 1,440</td>
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### Group 28 - Skid-Steer Mounted Mower & Brush Cutter

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<th>Daily</th>
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<th>Mnthly</th>
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<td>Pape Rents</td>
<td>Bobcat 770</td>
<td>$ 525</td>
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<td>360-756-6572</td>
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<td>United Rentals</td>
<td>Bradco POW R Cutter</td>
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### Group 29 - Roadside Mower

**No Bid**

### Group 30 - Walking Leg-Type Heavy Duty Brush Cutter

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<th>Hrly</th>
<th>Daily</th>
<th>Wkly</th>
<th>Mnthly</th>
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<tbody>
<tr>
<td>Birch Equipment</td>
<td>Outback Brush Mower</td>
<td>$ 115</td>
<td>$ 320</td>
<td>$ 710</td>
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<tr>
<td>Phone</td>
<td>360-734-5744</td>
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</tr>
<tr>
<td>Location</td>
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<tr>
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<tr>
<td>United Rentals</td>
<td>Stihl FS110</td>
<td>4</td>
<td>$ 50</td>
<td>$ 150</td>
<td>$ 300</td>
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<td>Phone</td>
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### Group 31 - Sewer Jet

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<td>United Rentals</td>
<td>Ditchwitch Fx30</td>
<td>2</td>
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<td>$ 1,183</td>
<td>$ 2,697</td>
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<tr>
<td>Mobilization</td>
<td>TBD</td>
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### Group 32 - Water Truck

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<th>Wkly</th>
<th>Mnthly</th>
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<tbody>
<tr>
<td>Darling Sons Intl LLC</td>
<td>4000 gallon</td>
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<td>$350</td>
<td>$1350</td>
<td>$4000</td>
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</tr>
<tr>
<td>Phone 360-668-7617</td>
<td>2000 gallon</td>
<td>1</td>
<td>$250</td>
<td>$1000</td>
<td>$3000</td>
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</tr>
<tr>
<td>Location Snohomish</td>
<td></td>
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<tr>
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<tr>
<td>Hertz Equipment Rental</td>
<td>IH 4200 WT 2000g</td>
<td>10</td>
<td>$245</td>
<td>$795</td>
<td>$195</td>
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<tr>
<td>Phone 360-734-2900</td>
<td>IH 7400 WT 3700g</td>
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<tr>
<td>Mobilization $130/hr</td>
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<tr>
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<td>International 2500gal</td>
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<td>$308.75</td>
<td>$1,105.00</td>
<td>$2,730.00</td>
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</tr>
<tr>
<td>Phone 360-384-9029</td>
<td>International 3750gal</td>
<td>3</td>
<td>$403.75</td>
<td>$1,445.00</td>
<td>$3,570.00</td>
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<tr>
<td>Location Ferndale</td>
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<tr>
<td>Mobilization $75/hr</td>
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<tr>
<td>Phone 360-647-7800</td>
<td>Freightliner MZ 106 4000gal</td>
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<td>$528</td>
<td>$1,320</td>
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### Group 33 - Dust Retardant Truck

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<th>Wkly</th>
<th>Mnthly</th>
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<tbody>
<tr>
<td>Star Rentals</td>
<td>International 2500gal</td>
<td>5</td>
<td>$308.75</td>
<td>$1,105.00</td>
<td>$2,730.00</td>
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<tr>
<td>Phone 360-384-9029</td>
<td>International 3750gal</td>
<td>3</td>
<td>$403.75</td>
<td>$1,445.00</td>
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<tr>
<td>Location Ferndale</td>
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### Group 34 - Utility Boring Machine

No Bid

### Group 35 - Under Bridge Inspection Equipment

No Bid

### Group 36 - Snow Removal Equipment

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</tr>
<tr>
<td>Phone 360-734-5744</td>
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<tr>
<td>Location Skagit, &amp; Island County</td>
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<tr>
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<td>NW Heavy Equipment Repair</td>
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<tr>
<td>Phone 360-676-9331</td>
<td>CAT 259B Trackloader w/Cab</td>
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<td>$180</td>
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<td>Bobcat 5130 Skid Steer</td>
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<td>Mobilization CAT 928 $110/hr</td>
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<td>CAT &amp; Bobcat $75/hr</td>
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<td>Wkly</td>
<td>Mthly</td>
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**Group 38 - Gas Powered Breaker-Rock Drill**

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<th>Wkly</th>
<th>Mthly</th>
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<tr>
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**Group 39 - Forklift**

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<th>Hrly</th>
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<th>Wkly</th>
<th>Mthly</th>
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<tbody>
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<td>$135</td>
<td>$410</td>
<td>$1,170</td>
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<td>360-734-5744</td>
<td></td>
<td>$135</td>
<td>$410</td>
<td>$1,170</td>
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<td>$225</td>
<td>$680</td>
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<tr>
<td>Mobilization</td>
<td>$90/hr</td>
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<td>$225</td>
<td>$680</td>
<td>$1,690</td>
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<tr>
<td>Hertz Equipment Rental</td>
<td>10,000 lb Hyster H110</td>
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<td>$395</td>
<td>$1,240</td>
<td>$3,690</td>
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<td>360-734-2900</td>
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<td>$190</td>
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<tr>
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<td>$190</td>
<td>$515</td>
<td>$1,790</td>
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<td>15,500 lb Hyster H155</td>
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<td>$550</td>
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<td>Mobilization</td>
<td>$200</td>
<td></td>
<td>$235</td>
<td>$615</td>
<td>$2,090</td>
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<tr>
<td>Star Rentals</td>
<td>Gehl 10k Telescoping Reach 44'</td>
<td>27</td>
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<td>$1,249.50</td>
<td>$2,695.00</td>
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<td></td>
<td>$403.75</td>
<td>$1,372.75</td>
<td>$3,234.00</td>
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<tr>
<td>Mobilization</td>
<td>$75/hr</td>
<td></td>
<td>$403.75</td>
<td>$1,372.75</td>
<td>$3,234.00</td>
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<tr>
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<td>Gehl 10k Telescoping Reach 55'</td>
<td>102</td>
<td>$403.75</td>
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<td>Phone</td>
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<td>$403.75</td>
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<td>$1,372.75</td>
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See "Forklift" Pricing (Note - no "Forklift" Pricing received)

See Aerial Pricing (Note - no Aerial Pricing received)

See attached list

See attached for more sizes

---

*2015-2016 Rental Rates*

*Page 16 of 18*
<table>
<thead>
<tr>
<th>Bidder Information</th>
<th>Description</th>
<th>GVWR</th>
<th>Length</th>
<th>Hitch</th>
<th>Units</th>
<th>Hrly</th>
<th>Daily</th>
<th>Wkly</th>
<th>Monthly</th>
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<tbody>
<tr>
<td>Birch Equipment</td>
<td>Tilt - Trail King</td>
<td>12K</td>
<td>16' Deck,</td>
<td>21' Overall</td>
<td>1.5625</td>
<td>$ 95</td>
<td>$ 210</td>
<td>$ 480</td>
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<tr>
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<tr>
<td>Location</td>
<td>Whatcom, Skagit, &amp; Island County</td>
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<td>Darling Sons Int LLC</td>
<td>Tilt - Olympic 30 Ton</td>
<td>60,000</td>
<td>30'</td>
<td>P</td>
<td>3</td>
<td>$ 240</td>
<td>$ 935</td>
<td>$ 2,800</td>
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<td></td>
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<td></td>
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<td>Snohomish</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<td>United Rentals</td>
<td>Tilt - 6x14 Double Axle</td>
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<td>14</td>
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<td>Mobilization</td>
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</table>
### Group 41 - Miscellaneous Equipment

<table>
<thead>
<tr>
<th>Bidder Information</th>
<th>Description</th>
<th>Units</th>
<th>Daily</th>
<th>Wkly</th>
<th>Mnthly</th>
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<tr>
<td><strong>Birch Equipment</strong></td>
<td>Light Tower 30'</td>
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<td>$80</td>
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<td>$410</td>
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<td><strong>Phone</strong> 360-734-5744</td>
<td>6' Vermeer Chippers</td>
<td></td>
<td>$180</td>
<td>$590</td>
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<td>$790</td>
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<td>$305</td>
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<td>$2,010</td>
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<td>Toro Dingo TX420</td>
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<td>$105</td>
<td>$430</td>
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<td><strong>Mobilization</strong> $90/hr</td>
<td>185 CFM Compressor</td>
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<td>$95</td>
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<td>CAT 287 Skidsteer</td>
<td>2</td>
<td>$300</td>
<td>$800</td>
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<td>CAT 257 Skidsteer</td>
<td>2</td>
<td>$275</td>
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<td>MAVOOKA MST800 Track Dump</td>
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<td>CC Side Dump Trailer</td>
<td>3</td>
<td>$325</td>
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<td>$3,900</td>
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**Xylem Dewatering Inc. (dba Godwin Pumps)**

| **Phone** 360-336-0691 | **Location** Mt Vernon | **Mobilization** See Attached |

**Hertz Equipment Rental**

| **Phone** 360-734-2900 | **Location** Bellingham | **Mobilization** See Attached |

**NW Heavy Equipment Repair**

| **Phone** 360-676-6331 | **Location** Bellingham | **Mobilization** $75/hr |

| Vermeer BC 1000 XL Chipper 10" | 1 | $200 | $800 | $2,400 |
| Wacker Rev Plate Diesel Electric Start 800lbs | 1 | $128 | $512 | $1,536 |
| Wacker Plate 168lbs w/Water | 1 | $48 | $192 | $576 |
| Auger for Kx121 mini excavator w/bits | 1 | $100 | $400 | $1,200 |

**Pape Rent**

| **Phone** 360-756-6572 | **Location** Bellingham | **Mobilization** $200 |

| 5,000lbs Hyster H50 Forklift | | $195 | $495 | $1,395 |
| 8,000lbs Hyster H80 Forklift | | $335 | $895 | $2,450 |
| 5,500lbs Genie S519 Reach Forklift | | $295 | $750 | $1,995 |
| 6,000lbs Reach Forklift SkyJack/Genie | | $325 | $850 | $2,650 |
| 8,000lbs Reach Forklift SkyJack/Genie | | $385 | $1,050 | $2,695 |
| 10,000lbs Reach Forklift SkyJack/Genie 44'/56' | | $525 | $1,650 | $4,000 |
| Genie Z30/20N Articulating Boom | | $275 | $695 | $1,400 |
| Genie 245/25 RT & DC | | $395 | $795 | $1,400 |
| Genie S40/S45 RT Stick Boom | | $425 | $885 | $1,500 |
| Genie S60/S65 RT Stick Boom | | $575 | $1,595 | $3,200 |
| Genie S80/S85 RT Stick Boom | | $825 | $2,500 | $6,000 |
| Genie S125/Z135 | | $1,450 | $4,600 | $12,900 |

**Star Rental**

| **Phone** 360-384-9029 | **Location** Ferndale | **Mobilization** See Attached |

**United Rental**

| **Phone** 360-647-7800 | **Location** Bellingham | **Mobilization** TBD |

---

2015-2016 Rental Rates
Page 18 of 18
### Approval to Purchase Tires, Tubes & Service

**Title of Document:** Approval to Purchase Tires, Tubes & Service

**Attachments:** Memos from Finance and Public Works

<table>
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<tr>
<th>SEPA review required</th>
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<th>NO</th>
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<table>
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<tr>
<th>SEPA review completed?</th>
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<th>NO</th>
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<tbody>
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</table>

**Summary Statement or Legal Notice Language:** If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.

Public Works is requesting approval to purchase the 2015-2016 supply of tires, tubes, and other tire related services using Washington State Contract #01712. Several local vendor provide various brands of tires. Purchases are made on an as needed basis and the total annual expenditures could be up to $80,000.00. This is a regularly budgeted expenditure.

**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.
DATE: April 17, 2015

TO: Jack Louws, County Executive

FROM: Brad Bennett, AS Finance Manager

SUBJECT: Approval to Purchase Tires, Tubes & Service

- **Background & Purpose**

  Public Works is requesting approval to use Washington State Contract #01712 (expires 03/31/2017) to purchase their annual supply of tires, tubes and related service for 2015-2016. The state contract is awarded to the manufacturer and local vendors may honor the special pricing. The available manufacturers are Bridgestone/Firestone North American Tire, Goodyear Tire & Rubber, and Michelin North America.

  Tires, tubes and other tire services are purchased on an as needed basis for use on fleet vehicles and equipment. It is anticipated that expenditures will be approximately $80,000.00 annually.

- **Funding**

  This is a regularly budgeted item and funds exist in the 2015-2016 budget. I concur with this recommendation.

  [Signature]

  AS Finance Manager

Approved as recommended:

_______________________________
County Executive

Date of Council Action __________
MEMORANDUM

TO: Brad Bennett, AS Finance Manager

THROUGH: Joe Rutan, PW Interim Director

FROM: Eric L. Schlehuber, PW Equipment Services Manager

RE: Washington State Contract 01712 (Tires, Tubes, and Service)

DATE: April 13, 2015

Requested Action

I am requesting Executive and Council approval to purchase the following material as needed from the Washington State Bid Procurement List during the period of 2015 through December 31, 2016 (current state contract term is for the period of 05/01/2012 through 03/31/2017; final term is through 03/31/2019):

<table>
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<tr>
<th>MATERIAL</th>
<th>STATE CONTRACT #</th>
<th>EXPIRATION DATE</th>
<th>APPROXIMATE ANNUAL EXPENDITURE</th>
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<tr>
<td>Tires, Tubes &amp; Service</td>
<td>01712</td>
<td>December 31, 2016</td>
<td>$ 80,000</td>
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This state contract has been awarded to multiple vendors: 1) Bridgestone/Firestone North American Tire LLC; 2) Goodyear Tire & Rubber Company, and 3) Michelin North America, Inc.

Background and Purpose

The Equipment Services Division of the Public Works Department uses these materials regularly for annual maintenance on county vehicles and equipment. This agreement is for the purpose of providing tires, tubes and tire service throughout the year to be used on county’s vehicles and equipment as needed.

Funding Amount and Source

These are regularly budgeted expenditures for material, which is used on an annual basis as needed and has been budgeted during the 2015-2016 Budget process. Expenditures were $44,226 for 2011, $55,733 in 2012, $67,897 in 2013, and $61,278 in 2014.

Recommended Action

Please approve this purchase from the state contract and forward to the Executive and the Whatcom County Council for approval at the April 28, 2015 Whatcom County Council Meeting. Please contact Eric L. Schlehuber at extension 50607, if you have any questions or concerns.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
<th>CLEARANCES</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<td>Dept. Head:</td>
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<td>Prosecutor:</td>
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<td>Purchasing/Budget:</td>
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<td>Executive:</td>
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**TITLE OF DOCUMENT:**
Independent Lummi Is. Citizens Committee present info. on the Lummi Is Ferry Sys

**ATTACHMENTS:**

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<th>( ) Yes</th>
<th>( ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( ) Yes</th>
<th>( ) NO</th>
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<td>( ) NO</td>
<td>Requested Date:</td>
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</table>

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

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

<table>
<thead>
<tr>
<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.
### WHATCOM COUNTY COUNCIL AGENDA BILL

<table>
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<th>CLEARANCES</th>
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<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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<tr>
<td>Originator:</td>
<td>Citizen</td>
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| Division Head: | | |
| Dept. Head: | 4/29/2015 | |
| Prosecutor: | | |
| Purchasing/Budget: | | |
| Executive: | | |

### TITLE OF DOCUMENT:
Presentation on restorative justice

### 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.)
Presentation on restorative justice

### COMMITTEE ACTION:

### COUNCIL ACTION:

<table>
<thead>
<tr>
<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.
DATE: April 21, 2015

TO: Barbara Brenner, Chair
    Public Works, Health and Safety

FROM: Joy Gilfilen, President
       Restorative Community Coalition

RE: Restorative Economics Strategic Actions Presentation of Options/Opportunities

I. Introduction / Basis of Critical Needs Assessment / Stakeholders Coalition

II. “A” Level Priority: Immediate Crisis Management / Strategies to Reduce Liabilities

   1. Mental Health Facility – Ideally St. Lukes So. Campus or current Triage
   2. Review non-violent / low level offenses for possible reduction to release
   3. Move violent/high security offenders to Division Street or new Small Jail
      Move non-violent/Lower Level offenders to Baker Creek
   4. Sheriff’s Offices to Emergency Management - Airport / Other Location
   5. RestoreALife Center – Baker Creek or Other Facility

III. “B” Level Overview: Mid-term Restorative Economic Projects / Building Bridges

   1. Housing w/Mentors / Case Mgmt: Homeless Communities / Phoenix Housing
   2. 24/7 Restorative Justice Ctr – Federal Bldg/ Penny’s / Guiseppe’s
   3. Detox/Rehabilitation Ctr – Gerard Street / other large homes / Lummi Nation
   4. Sustainable Freedom Farm – Northwest Ave / Other farms
   5. Wet Houses / Group Homes / 2nd Stage Mental Health Housing

IV. “C” Level Overview: Longer Term Self-Sufficiency / Job Generation / Recovery

   1. Alternative Health Recovery Center / Trauma and New Science Therapies
   2. Reclaim Store – On the Job Re-training program
   3. Craftsman’s Caves – Port of Bellingham or other commercial building
   4. Ingenius Business Center / Enterprise Development & Coaching Cooperative
   5. Micro-lending for other small business startups / Business Mentorship

IV. Summary: Future Actions
Resolution to Dedicate the new Potter Road South Fork Nooksack River Bridge No 148; CRP No. 998027.

1. Memo to County Executive and Council
2. Resolution
3. Personal Biography for Mr. Joseph H. Bonga, P. E.

Request approval of a Resolution to dedicate the new Potter Road South Fork Nooksack River Bridge No 148; CRP No. 998027, to the late Mr. Joseph H. Bonga, P.E. Mr. Bonga was Branch Chief of the BIA’s Northwest Regional Office, and instrumental in the advancement and funding of said Whatcom County bridge replacement project. A permanent plaque will be mounted on the bridge in his honor.
Memorandum

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

Through: Joseph P. Rutan, P.E., Interim Director / County Engineer

From: James P. Karcher, P.E., Engineering Manager

Date: April 14, 2015

Re: Potter Road S. Fork Nooksack River Bridge #148 Replacement CRP No. 998027; FA No. BROS-2037 (085) Dedication Resolution to Joseph H. Bonga, P.E.

Enclosed for your review and signature is a resolution dedicating the new Potter Road S. Fork Nooksack River Bridge #148 to the late Mr. Joseph H. Bonga, P.E.. Mr. Bonga was the Branch Chief of the Bureau of Indian Affairs’s (BIA) Northwest Regional office in Portland.

Requested Action
Public Works respectfully requests that the County Council and the County Executive approve the proposed resolution to dedicate the new Potter Road S. Fork Nooksack River Bridge #148 to the late Mr. Joseph H. Bonga, P.E.. The formal dedication would occur during the ribbon cutting ceremony for the bridge proposed for June 2015.

Background and Purpose
As Branch Chief of the BIA’s Northwest Regional Office, Mr. Bonga supported the Nooksack Tribe and Whatcom County in their desire to replace the Potter Road S. Fork Nooksack River Bridge #148 since the project’s inception in 1998. He recognized the need to replace the structurally deficient and functionally obsolete bridge, as it was the sole means of access for many County residents, as well as for the Nooksack Tribe’s Elder Housing and Social Service Program Center. Based on support from the Nooksack Tribe, Mr. Bonga was instrumental in receiving BIA funding for both the design and construction of the new replacement structure. In acknowledgement of his tireless support of the project, Public Works is requesting that the County Council dedicate the new Potter Road South Fork Nooksack River Bridge No. 148 in honor and memory of Joseph H. Bonga.

Please contact Jim Karcher at extension 50633 if you have any questions or concerns regarding this dedication.
RESOLUTION NO. ____________

A RESOLUTION DEDICATING THE NEW POTTER ROAD SOUTH FORK NOOKSACK RIVER BRIDGE NO. 148.

WHEREAS, the late Joseph H. Bonga, as Bureau Chief of the BIA’s Northwest Regional Office, was in support of the bridge replacement project since its inception in 1998; and

WHEREAS, Mr. Bonga recognized that the Potter Road South Fork Nooksack River Bridge No. 148 was the sole means of access for many County residents, as well as for the Nooksack Tribe’s Elder Housing and Social Service Program Center; and

WHEREAS, Mr. Bonga was instrumental in receiving BIA funding for both the design and construction of the new replacement bridge no. 148; and

WHEREAS, the Public Works Department of Whatcom County would like to recognize Mr. Bonga’s efforts by this dedication and the mounting of a plaque on the new bridge in his honor,

NOW, THEREFORE, BE IT RESOLVED that the Whatcom County Council hereby dedicates the new Potter Road South Fork Nooksack River Bridge No. 148 in honor and memory of Joseph H. Bonga.

ADOPTED this ___ day of ___________ 2015.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

( ) Approved ( ) Denied

Carl Weimer, Council Chair

APPROVED AS TO FORM:

Chief Civil Deputy Prosecutor

Jack Louws, Executive

Date: ________________________

Page 1 of 1
Biography for the late Joseph H. Bonga, P.E. – from the Bonga Family

“Joseph Bonga was a dedicated engineer for the Bureau of Indian Affairs (BIA) for over 41 years. Prior to working for the Bureau of Indian Affairs he served Indian people as an engineer for the Indian Health Service. He served as the Regional Road Engineer for the northwest region for over 17 years. NWRO covers WA, OR, ID, MT and southeast AK.

Throughout his career he was a ferocious advocate for tribes and Indian people. He focused his efforts and skills as an engineer on improving highway and pedestrian safety. Often this included extensive research and planning specific to Tribes he served. Other times it was building cooperative projects which included information, equipment, and responsibility sharing across non-traditional groups of interested parties, especially when it would benefit Indian Country as a whole.

Joe was regarded as a “doer” primarily because of his active roles in projects, equipment procurement, and his passion when fighting for additional funding for transportation projects. Joe never settled for the status quo. He believed that improvement was always possible, and understood how to allow individuals to improve at one’s own rate. Also, He was always willing to lend a helping hand and Joe always understood when to provide those subtle words of encouragement.

Mr. Joe Bonga worked closely with the Nooksack Indian Tribe and Whatcom County and was essential in securing funding to help replace the Potter’s Road Bridge (#148) over the Nooksack River. This bridge is the primary crossing for many county residents, the Nooksack Tribe’s elder housing, and social service program. Additionally, it has needed replacement for many years.”
**WHATCOM COUNTY COUNCIL AGENDA BILL**

<table>
<thead>
<tr>
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**TITLE OF DOCUMENT:**
Project Update on the “Birch Bay Drive and Pedestrian Facility Project” to County Council and County Executive.

**ATTACHMENTS:**

1. Memorandum to County Council and County Executive
2. Project Narrative

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

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

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

**Requested Date:**

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

Providing a Project Status Update to County Council and County Executive on the “Birch Bay Drive and Pedestrian Facility Project; CRP No. 907001. No Action required.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**
201409001

**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 and The Honorable Members of the Whatcom County Council

Through: Joseph P. Rutan, P.E., Interim Director / County Engineer

From: James P. Karcher, P.E., Engineering Manager

Date: April 15, 2015

Re: Birch Bay Drive and Pedestrian Facility; CRP No. 907001
Project Status Update to County Council and Executive

The Public Works Department is pleased to provide an update to the County Council and County Executive on the status of the Birch Bay Drive and Pedestrian Facility Project. A short presentation, by Staff, will be given at the Public Works Committee session to summarize the continued progress of this key County project.

Background and Purpose
The Birch Bay Drive and Pedestrian Facility Project is moving forward in the preliminary design phase. Proposed plans for the improvements, a preliminary construction estimate, and the status of permitting and right-of-way acquisition will be discussed.

The Birch Bay Drive and Pedestrian Facility Project, CRP No. 907001, appears as Item No. 2 on the 2015 Annual Construction Program.

Please contact Roland Middleton, at extension 50211, if you have any questions or concerns regarding this project update.
Birch Bay Drive and Pedestrian Facility
CRP #907001

Construction Funding Year(s): 2016 / 2017

Project Narrative:
This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety while improving non-motorized mobility. In addition, the project will provide mitigation for both beach erosion and roadway protection. This project is listed #2 on the 2015-2020 Six-Year Transportation Improvement Program.

Project Status:
Phase I of the Feasibility Study was completed in 2006. Phase 2A (Preliminary Construction Cost Estimate) was completed in 2007, and updated in spring of 2013. Preliminary Engineering was begun in late 2013, RW acquisition in 2014/2015 and construction in 2016/2017. Additional funding sources will be pursued as they become available.

| Total Estimated Project Cost: | $11,450,000 |
| Expenditures to Date: | $575,000 |

| Funding Sources: | |
| Federal | $2,445,000 (STIP) |
| State | $0 |
| Local | $9,005,000 |

| Environmental Permitting | Whatcom County-Submit; WDFW-HPA, Army Corps of Engineers, DOE, Sec 404 Clean Water Act |
| Right-of-Way Acquisition (Estimate) | TBD |
| County Forces (Estimate) | N/A |
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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**RECEIVED**

**APR 21 2015**

**WHATCOM COUNTY COUNCIL**

**TITLE OF DOCUMENT:**
Draft Public Participation Plan

**ATTACHMENTS:**
1. Cover letter
2. Draft Public Participation Plan

**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 Growth Management Act requires counties to develop public participation programs for comprehensive plan and development regulation amendments. A draft Public Participation Plan for Whatcom County Comprehensive Plan and Development Regulation Amendments has been developed. This plan will guide public participation efforts relating to comprehensive plan and development regulation amendments, including zoning and critical areas ordinance changes.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**
**Related File Numbers:**
AB2014-168

**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.
April 13, 2015

To: Jack Louws, The Honorable Whatcom County Executive
   The Honorable Whatcom County Council

From: Matt Aamot, Senior Planner

Through: Mark Personius, Long Range Planning Division Manager

RE: Draft Public Participation Plan

The Growth Management Act (GMA) requires counties to develop public participation programs for comprehensive plan and development regulation amendments. The Whatcom County Council approved the 2014 Public Participation Plan last April. The County is now updating this Plan.

On March 23, 2015, the draft Public Participation Plan was sent to the people and agencies on the County’s e-mail list. On March 25, 2015, the draft Plan was posted on the County’s website. Notice of the Planning Commission hearing was published in the Bellingham Herald on March 27, 2015. The Planning Commission held a public hearing and recommended approval of the draft Public Participation Plan on April 9, 2014.

The Public Participation Plan identifies statutory requirements (e.g. Growth Management Act provisions that must be reviewed in the 2016 comprehensive plan/development regulations update) and lists docketed comprehensive plan and development regulation amendments that have been initiated for further review by the County Council.

The Plan classifies proposed comprehensive plan and development regulation amendments as level 1, 2 or 3 projects for determining the public participation approach. The process for each level is summarized below:

**Level 1** – Requires a staff report, notice in the newspaper, posting the proposal on the website and sending it to the County’s e-mail list. It also requires a public hearing before the Planning Commission prior to final Council action.

**Level 2** – Requires all Level 1 processes, plus developing alternatives (when appropriate) and review by an advisory committee, agency or the appropriate City.
Level 3 – Requires all Level 2 processes, plus a town hall meeting.

Proposed changes from last year’s Public Participation Plan include:

- **New Amendments** - Inserting the comprehensive plan and development regulation amendments that were initiated for review in 2015 (Resolution 2015-005).
- **Removing Amendments** - Deleting the amendments that have completed the review process or have been rolled into the 2016 update.
- **Comprehensive Plan and Development Regulation Appeals** – The existing Public Participation Plan includes procedures for settlement activities resulting from appeals to the Growth Management Hearings Board. Language would be inserted applying these same procedures to settlement activities resulting from appeals to court.
- **Re-Classifying Projects** – We are proposing to re-classify several projects from level 3 to level 2, as town hall meetings are not planned for these projects.

Thank you for your review and consideration of the Public Participation Plan. We look forward to discussing it with you.
Public Participation Plan

Whatcom County Comprehensive Plan and Development Regulation Amendments

Draft 3/23/2015
Approved by the County Council
April 22, 2014
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Chapter 1. Introduction

Whatcom County has initiated a multi-year project to update its Comprehensive Plan. The Washington State Growth Management Act (GMA) requires the County to review and revise its comprehensive plan and development regulations periodically [RCW 36.70A.130(1)]. The GMA states:

"...Except as otherwise provided, a county or city shall take legislative action to review and, if needed, revise its comprehensive land use plan and development regulations to ensure the plan and regulations comply with the requirements of this chapter...The review and evaluation required by this subsection shall include, but is not limited to, consideration of critical area ordinances and, if planning under RCW 36.70A.040, an analysis of the population allocated to a city or county from the most recent ten-year population forecast by the office of financial management."

Additionally, the GMA requires review of urban growth areas [RCW 36.70A.130(3)]. The GMA states:

"(a) Each county that designates urban growth areas under RCW 36.70A.110 shall review, according to the schedules established in subsection (5) of this section, its designated urban growth area or areas, and the densities permitted within both the incorporated and unincorporated portions of each urban growth area. In conjunction with this review by the county, each city located within an urban growth area shall review the densities permitted within its boundaries, and the extent to which the urban growth occurring within the county has located within each city and the unincorporated portions of the urban growth areas.

(b) The county comprehensive plan designating urban growth areas, and the densities permitted in the urban growth areas by the comprehensive plans of the county and each city located within the urban growth areas, shall be revised to accommodate the urban growth projected to occur in the county for the succeeding twenty-year period."
According to RCW 36.70A.130(5), Whatcom County is required to complete its next review and update of the comprehensive plan, development regulations (zoning, critical areas ordinance, etc.) and urban growth areas by June 30, 2016. The update will represent the county's vision for the next twenty years.

This Public Participation Plan (PPP) is intended to guide the County in completing the comprehensive plan update and other amendments. The Plan is required by state law (RCW 36.70A.140), which indicates:

"Comprehensive plans - Ensure public participation. Each county and city that is required or chooses to plan under RCW 36.70A.040 shall establish and broadly disseminate to the public a public participation program identifying procedures providing for early and continuous public participation in the development and amendment of comprehensive land use plans and development regulations implementing such plans. The procedures shall provide for broad dissemination of proposals and alternatives, opportunity for written comments, public meetings after effective notice, provision for open discussion, communication programs, information services, and consideration of and response to public comments. . . ."

The bolded sentence of RCW 36.70A.140 above guided the County in developing this PPP. Prior to implementation, this plan will have been reviewed by the planning commission and the county council, with opportunity for the public to comment. The plan will be implemented as adopted.

The issues that will be considered as part of County's review and amendment of the comprehensive plan and development regulations are divergent and far-reaching. A one-size-fits-all approach to this public participation plan for all of these very different types of issues would not be effective and would do a disservice to the residents of Whatcom County.

This PPP outlines the public participation approach that will be taken with each issue rather than a generic overall approach. The objective of this plan is to provide a clear process for each issue so residents can easily determine how best to be involved in the issues they care about most.

There are other planning issues that require public participation that may not be mentioned in this plan, including standard map and text amendments to Title 20 Zoning that are initiated for review after approval of this plan. At minimum, these items will be processed as Level 1 projects. If additional public participation is required or another approach is appropriate, the Planning and Development Services Department will upgrade the item to a more vigorous approach. Please see Chapter 4 for more information about public participation approaches.

Ongoing programs administered through the Planning Department also provide opportunities for public participation through their respective advisory committees. The Agricultural Advisory Committee, Purchase of Development Rights Oversight Committee, Forestry Advisory Committee, Surface Mining Advisory Committee, and Critical Areas Advisory Committees meet regularly to assist in the administration of their programs, and may
recommend amendments to the comprehensive plan and County Code. These advisory committee meetings are open to the public. More information on these programs can be found at: http://www.whatcomcounty.us/210/Boards-Commissions http://www.whatcomcounty.us/pds/plan/hr/projects.jsp.

The PPP is designed to meet the following objectives:

- Provide a roadmap for the public, outlining a clear and accessible public process for the comprehensive plan and development regulation update;
- Provide a roadmap for the public, outlining a clear and accessible public process for the review of urban growth areas;
- Ensure input is sought from a broad base of public participants and is elicited in a timely fashion, considered, and incorporated as appropriate into the Comprehensive Plan and Development Regulation updates; and
- Make a concerted and continuous effort to ensure that elected officials and staff are fully aware of and understand community and stakeholder concerns.

1.1. Public Participation Plan Format

To meet PPP objectives consistent with GMA goals this document:

- Outlines the issues that will be considered (Chapter 2);
- Identifies the potential project participants in the comprehensive planning process (Chapter 3), and;
- States the approach that will be taken with each issue (Chapter 4).
Chapter 2. The Issues

The issues that Comprehensive Plan and development regulation amendments will address can be divided into two categories: statutory requirements and docketed requests. This section of the PPP outlines these issues, within these categories. Each issue has been assigned a number beginning first with an “S” or “D” for “statutory” or “docket” respectively. These numbers will carry with each issue to Chapter 4 of this document. Chapter 4 will go into greater detail on the public participation approach that the County will take on each of these issues.

2.1. Statutory Requirements

The Growth Management Act requires Whatcom County to review and update the comprehensive plan by 2016. The County has identified the following issues as those requiring attention during the comprehensive plan and development regulation update process in order to comply with the changes in state Growth Management law that have occurred between the last Comprehensive Plan update in January, 2005 and the conclusion of the 2014-2013 state legislative session. This section also addresses the review of urban growth areas, which must be completed by 2016. This list will be updated each year with new statutory requirements, passed during the prior year, the County must address as part of the 2016 comprehensive plan update. The following is a current list of identified statutory requirements:

S-1. Transportation – The Transportation Chapter of the Whatcom County Comprehensive Plan will be updated. This update will consider provisions of the GMA and changes to the law, including the physical activity amendments (RCW 36.70A.070, amended in 2005 by SSB 5186) and the multimodal concurrency amendments (RCW 36.70A.108, amended in 2005 by 2SHB 1565). The physical activity amendments indicate that transportation element of the comprehensive plan must contain a pedestrian and bicycle component that includes identified planned improvements for pedestrian and bicycle facilities and corridors to enhance community access and promote healthy lifestyles. The multimodal
concurrency amendments specify that concurrency compliance improvements or strategies may include qualifying multimodal transportation improvements or strategies. This update will involve coordination with Cities, Washington State Department of Transportation (WSDOT), and other governmental and quasi-governmental groups, including the Whatcom Council of Governments (including the Citizens Transportation Advisory Group) and Tribal governments.


S-3. **Land for Facilities** (RCW 36.70A.110, .115, .210, amended in 2009 by SHB 1825) – Identifying specific facilities planning requirements under the Growth Management Act. Each city and county fully planning under the Growth Management Act must identify areas sufficient to accommodate the full range of needs and uses that will accompany projected growth.

S-4. **Accessory Uses in Agricultural Lands** (RCW 36.70A.177, amended in 2006 by SHB 2917) – SHB 2917 clarifies that any accessory use a city or county may allow on designated agricultural lands of long-term significance must not interfere with and must support continuation of the overall agricultural use of the property and neighboring properties.

S-5. **Family Day-Care Providers in Home** (RCW 36.70A.450 amended in 2007 by SB 5952) – No county or city may enact, enforce, or maintain an ordinance, development regulation, zoning regulation, or official control, policy, or administrative practice that prohibits the use of a residential dwelling, located in an area zoned for residential or commercial use, as a family day-care provider’s home facility.

S-6. **Housing** (RCW 36.70A.070(2)) – Review and update housing inventory as part of the required Housing Element of the Comprehensive Plan. Review new provisions governing affordable housing incentive programs that may be enacted or expanded in jurisdictions planning under the GMA (RCW 36.70A.540, amended in 2009 by EHB 1464).

S-7. **Forest Practices** (RCW 36.70A.570, amended in 2007 by SHB 1409) – Relating to the transfer of jurisdiction over conversion-related forest practices to local governments. For counties planning under the GMA, if more than 25 Class IV applications had been filed with the DNR between certain dates, then the county, and the cities within it, are required to adopt forest practices approval ordinances.

S-8. **Critical Areas/Best Available Science** (RCW 36.70A.130(1)(c)) – The GMA was amended in 1995 to require that the county include the best available science (BAS) in developing policies and development regulations to protect the functions and values of critical areas. State law requires the county to consider the critical areas ordinance and best available science as part of this 2016 update. See also EHB 1653 and SSB 6520 from 2010.

S-9. **2016 Comprehensive Plan Update** (RCW 36.70A.130(1)) - Review and, if needed, revise the Whatcom County Comprehensive Plan by June 2016 to ensure the plan complies
with the requirements of RCW 36.70A. This review is the periodic update of the Comprehensive Plan required by the Growth Management Act. It includes an analysis of the population allocated to a city or county from the most recent population forecast by State Office of Financial Management (OFM).

S-10. **2016 UGA Review** (RCW 36.70A.130(3)) – Review urban growth areas and densities permitted within urban growth areas by June 2016, in conjunction with the Cities. If necessary, revise urban growth areas and associated development regulations to accommodate the urban growth projected to occur in the county for the succeeding twenty-year period.
2.2. Docketed Amendment Requests

The items in this section were docketed amendment requests in 20150414. These were items initiated for further review by the County Council under Resolution 2015-0052014-012. As with statutory requirements in the previous section, this list will be updated on an annual basis.

D-1. Broadcast Tower Height Limits – Point Roberts (PLN2015-00002) - Amend the Whatcom County Zoning Ordinance to prohibit broadcast towers greater than 25’ in height in the Point Roberts Special District. The amendment would also insert a definition of "Broadcast Tower" into the Zoning Ordinance.

D-2. Code Enforcement Amendments (PLN2015-00003) - Create a new Whatcom County Code (WCC) Title 19, called "Code Enforcement," to establish an efficient system to address enforcement of building, critical areas and zoning codes. The proposal would consolidate the existing code enforcement provisions from WCC 15, 16.16, and 20 into a new WCC Title 19. The proposed amendments include provisions that would allow the County to record a document at the Whatcom Auditor's office indicating that there is a code violation on a property.

D-3. Point Roberts Character Plan Amendments (PLN2015-00004) - Amend the Point Roberts Character Plan to address timelines for Character Plan Advisory Committee review of projects, roof materials, exterior finish, fire hydrant appearance, screening dumpsters, utilities & other uses, signs rules, and Character Plan Advisory Committee timelines for responding to alleged code violations.

D-4. Boundary Line Adjustments (PLN2014-00001) - Amend Section 20.83.110 of the Whatcom County Zoning Ordinance relating to boundary line adjustments. The amendment would allow boundary line adjustments to nonconforming parcels to resolve encroachments such as fences, trees and other occupational indicators. The amendment would also allow boundary line adjustments that modify the boundaries between two nonconforming parcels based upon land owner preferences, as long as the smallest parcel is not decreased in size.

D-2. Repeal Lake Whatcom Subarea Plan (PLN2014-00002) - Repeal the Lake Whatcom Subarea Plan, which was adopted in 1982 prior to enactment of the Growth Management Act (GMA). The proposal would also amend related provisions in the Whatcom County Comprehensive Plan.

D-3. Repeal South Fork Valley Subarea Plan (PLN2014-00003) - Repeal the South Fork Valley Subarea Plan, which was adopted in 1991 prior the first Whatcom County Comprehensive Plan that was adopted under the GMA. The proposal would also amend related provisions in the Whatcom County Comprehensive Plan.

D-4. Repeal Eliza Island Subarea Plan (PLN2014-00004) - Repeal the Eliza Island Plan, which was adopted in 1994 prior to the first Whatcom County Comprehensive Plan that was adopted under the GMA. The proposal would also amend related provisions in the Whatcom County Comprehensive Plan and Zoning Code.
D-5. **Capital Facility Planning - Special Purpose Districts** (PLN2014-00005) - Review and amend provisions of the Whatcom County Comprehensive Plan relating to capital facilities. Potential amendments include adopting by reference and/or incorporating information from fire district, school district, water district and sewer district plans.

D-6. **Broadcast Towers in Point Roberts** (PLN2014-00006) - Amend Whatcom County Comprehensive Plan Policy 2VV-9 and section 20.72.200 of the Whatcom County Zoning Code to prohibit radio towers with signal strength of greater than 1,500 watts in the Point Roberts Special District.

D-7. **Six-Year CIP and LOS Amendments** (PLN2014-00007) - Review and update the Six-Year Capital Improvement Program for Whatcom County Facilities (Appendix F of the Whatcom County Comprehensive Plan). Review and amend the park and recreation level of service standards in the Whatcom County Comprehensive Plan.

D-8. **Slater/Elder Rd. Rezone (NC to RGC)** (PLN2014-00008) - Amend the Whatcom County Zoning map from Neighborhood Commercial to Rural General Commercial for approximately six acres at the corner of Slater Rd. and Elder Rd.

D-59. **WCC/Title 20 Amendments** (PLN2014-00009) - Review and, if needed, revise the Whatcom County Zoning Code and other sections of the Whatcom County Code to address issues identified in the administration of the codes. Additionally, any revisions needed to achieve consistency with the Growth Management Act and the Whatcom County Comprehensive Plan will also be considered.

D-10. **Wireless Communication Facilities** (PLN2014-00010) - Review and update Whatcom County Zoning Code text relating to Wireless Communications Facilities. The proposal is to add new language in Chapter 20.13 that exempts certain projects from Wireless Communication Facility permit requirements when such structures or improvements do not substantially change the physical dimensions of such facilities.

D-11. **Road Setback Amendments** (PLN2014-00011) - Review and amend the setback provisions and related definitions in the Whatcom County Comprehensive Plan and Whatcom County Zoning Code. The proposed amendments would provide the zoning administrator with authority to modify the front yard setback when a lot is located between two parallel roads or at the corner of two roads.

D-612. **Weddings and Special Events** (PLN2014-00016) - Amend the Official Whatcom County Zoning Ordinance (Title 20) to allow for “Weddings and Special Events” in specific zone districts through an approved Conditional Use Permit (CUP). Authorization to approve this amendment will result in the county needing to define “Special Events” under the “Definitions” section of WCC 20.97 and an additional amendment made to the “Parking Space Requirements” under WCC 20.80.580.


D-14. **Packinghouses** (PLN2014-00018) - Amend Whatcom County Zoning Ordinance relating to regulations and conditions for the allowance of small-scale packinghouses in the Agriculture zone.

D-716. Bellingham Development Standards (PLN2013-00003) - Review and potentially revise the Whatcom County Code to adopt City of Bellingham Development Standards for the Bellingham Urban Growth Area (UGA).

D-17. MRL Policies and Surface Mining Regulations (PLN2013-00008) – Amend the mineral resource land (MRL) policies and MRL designation criteria in the Whatcom County Comprehensive Plan. Amend the Official Whatcom County Zoning Ordinance to change certain surface mining and related uses from an administrative approval use to a conditional use permit that requires a public hearing. Make other changes to the surface mining regulations.

D-814. Specified Fittings (R5A to RIM) (PLN2012-00006) – Amend the Comprehensive Plan designation from Rural to Rural Community and amend the zoning from Rural one dwelling/five acres (R5A) to Rural Industrial and Manufacturing for approximately 1.86 acres located on the north side of Smith Rd., west of the Guide Meridian.

D-919. Agricultural Strategic Plan Implementation (PLN2012-00007) – Resolution 2011-023 was approved by the County Council on 7/26/2011 declaring support for the Whatcom County Agricultural Strategic Plan. An immediate priority in this plan is to review the Rural Study Areas as listed in the 2007 Rural Land Study and make recommendations for possible changes in accordance with Resolution 2009-040 (100,000 acre target), Resolution 2011-023 (the Agricultural Strategic Plan), and RCW 36.70A.170 and .177. Other immediate and short-term priorities in this plan include developing tools that can be incentives for agricultural operators within the priority agricultural areas. These activities may lead to proposed changes to the agricultural portions of the Comprehensive Plan and zoning regulations.

D-1020. MRL Expansion – North Star Rd. (PLN2012-00009) – Consider proposal to amend the comprehensive plan designation from Rural to Mineral Resource Lands (MRL) and amend the zoning map to expand a MRL overlay zone on approximately 19.7 acres on the west side of North Star Rd., south of Brown Rd. The underlying zoning is Rural one dwelling/five acres (R5A).

D-1121. Rural Element Update (PLN2012-00012) – Amend the Rural element of the Whatcom County Comprehensive Plan, including provisions relating to limited areas of more intensive rural development and water resources, in response to a decision of the Growth Management Hearings Board. Make related amendments to the Official Whatcom County Zoning Ordinance and maps.

D-1222. MRL Expansion – Lummi Island (PLN2011-00009) – Consider proposal to amend the comprehensive plan designation from Rural Forestry to Mineral Resource Lands
(MRL) and amend the zoning map to expand a MRL overlay zone on approximately 27.5 acres on Lummi Island. The underlying zoning is Rural Forestry.

**D-1923. Offsite Wetland Mitigation/Habitat Restoration (ZON2008-00001)** Consider proposal to amend the Official Whatcom County Zoning Ordinance to allow offsite wetland mitigation and habitat restoration as a form of compensatory mitigation in all zoning districts.

### 2.3. Comprehensive Plan and Development Regulation Appeals

The Whatcom County Council may continue to address appeals brought to the Growth Management Hearings Board (GMHB) or the courts. For example, portions of the Rural Element Update (PLN2012-00012) are in litigation and could potentially be resolved through settlement agreements. Public participation for settlement activities that will result in an ordinance amending the comprehensive plan and/or development regulations will include, at a minimum:

- Posting an initial draft proposal on the County website and sending it to anyone requesting notification at least 30 days prior to the public hearing. Posting any revised draft on the County website and sending it to anyone requesting notification at least 10 days prior to the public hearing.

- If urban growth areas are being modified, sending the draft proposal to cities and any citizen planning groups for non-City UGAs at least 30 days prior to the public hearing. Sending any revised draft to cities and any citizen planning groups for non-City UGAs at least 10 days prior to the public hearing.

- Publishing notice of the hearing in the newspaper and, if urban growth areas are being modified, e-mailing notice to cities at least 10 days prior to the public hearing; and

- Holding a public hearing.
Chapter 3. Project Participants

The Public Participation Plan is designed to reach all audiences that may have an interest in the Comprehensive Plan and development regulation update process. It is also designed to reach out to other groups and individuals—those that may not yet have an interest or be inclined to participate—to encourage their awareness, understanding and involvement in the process. The PPP also promotes use of existing communication networks to encourage involvement in the Whatcom County Comprehensive Plan and development regulation update process.

3.1. The Public

The general public is defined as members of the community including residents, groups, property owners, farmers, business owners and any others that might be interested in the Comprehensive Plan update process. The following sections contain a breakdown of some specific types of community groups and organizations that the County will attempt to engage in the Comprehensive Plan update process.

3.1.1. Interested Property Owners and Developers

Interested property owners and developers are defined as members of the community that have an interest in growth and development regulations, especially as they relate to their private property rights. They may have an interest in developing or preserving their property. This might include farmers, real estate and development groups and other related professionals.

3.1.2. Community Organizations

Community organizations are loosely defined as groups, associations, or committees that come together for a common interest or cause. This includes service groups, environmental groups, chambers of commerce, non-profit organizations, advocacy groups, community councils, neighborhood associations, local granges, social service organizations, religious organizations,
and others. Community organizations also include groups that are centered around non-city UGAs like the Birch Bay steering committee and others.

3.1.3. Other Groups and Individuals

WAC 365-196-600(4) states that “Each county or city should try to involve a broad cross-section of the community, so groups not previously involved in planning become involved.” The County will continue to expand our email list when people request to be added to the list and as new groups come to the County’s attention, we will work to include them as appropriate.

3.2. Governmental/Quasi-Governmental Groups

Governmental and quasi-governmental groups are defined as organizations that have a connection to local government, including Whatcom Council of Governments; Whatcom County Council; City Councils; Whatcom County and individual cities’ Planning Commissions; area tribes; local special purpose districts; citizen advisory committees and others. Groups typically consist of elected officials, appointed or volunteer community members, or jurisdictional staff. Table 1 below shows a selected group of advisory committees that may be asked to comment on portions of amendments required to update the comprehensive plan. It will be important to ensure continued coordination with these groups throughout the entire Comprehensive Plan Update process.

**Table 1: Selected Whatcom County Advisory Boards/Committees and Commissions**

<table>
<thead>
<tr>
<th>Agricultural Advisory Committee</th>
<th>Parks and Recreation Committee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bicycle/Pedestrian Advisory Committee</td>
<td>Portage Bay Shellfish Protection District Advisory Committee</td>
</tr>
<tr>
<td>Birch Bay Shellfish Protection District Advisory Committee</td>
<td>Public Health Advisory Board</td>
</tr>
<tr>
<td>Birch Bay Watershed and Aquatic Resources Management Advisory Committee</td>
<td>Purchase of Development Rights Oversight Committee</td>
</tr>
<tr>
<td>Critical Areas Ordinance Citizen Advisory Committee</td>
<td>Rural Library Board</td>
</tr>
<tr>
<td>Critical Areas Ordinance Technical Advisory Committee</td>
<td>Surface Mining Advisory Committee</td>
</tr>
<tr>
<td>Development Standards Technical Advisory Committee</td>
<td>Whatcom County Community Network</td>
</tr>
<tr>
<td>Drayton Harbor Shellfish Protection District Advisory Committee</td>
<td>Whatcom County Housing Advisory Committee</td>
</tr>
<tr>
<td>Flood Control Zone District Advisory Committee</td>
<td>Whatcom Council of Governments: Citizens’ Transportation Advisory Group</td>
</tr>
<tr>
<td>Flood Control Sub-Zone District Advisory Committee</td>
<td>Whatcom Transportation Authority’s Citizen Advisory Panel</td>
</tr>
<tr>
<td>Marine Resource Committee</td>
<td>WRIA 1 – Joint Management Team</td>
</tr>
<tr>
<td>Forestry Advisory Committee</td>
<td>WRIA 1 – Planning Unit</td>
</tr>
</tbody>
</table>
3.2.1. Planning Commission

Implementation of the GMA as it relates to public participation is covered within WAC 365-196-600 “Public Participation.” WAC 365-196-600(3)(c) states: “The public participation program should clearly describe the role of the planning commission, ensuring consistency with requirements of chapter 36.70, 35.63, or 35A.63 RCW.” RCW 36.70 is the Planning Enabling Act, which requires:

- Notice of the time, place and purpose of any public hearing shall be given by one publication in a newspaper of general circulation in the county at least ten days before the hearing (RCW 36.70.390 and .590).
- A recommendation of approval of comprehensive plan or official control amendments shall be by the affirmative vote of not less than a majority of the total members of the planning commission. Such approval shall be by a recorded motion which shall incorporate the findings of fact of the planning commission and the reasons for its action (RCW 36.70.400 and .600).

For purposes of this process, the Planning Commission will be more involved throughout each of the projects within the larger process. The Planning Commission is an appointed group of citizens that work directly with Planning and Development Services to craft legislation and make recommendations to the County Council. They also hear and make recommendations on applications for amendments to the Whatcom County Code and the Comprehensive Plan from private individuals, agencies and other applicants. Currently, the Planning Commission hears from the public primarily during public hearings and through written correspondence.

It is the goal that most town hall meetings, open houses and other public participation activities will occur with some involvement with the Planning Commission. In this way, the Planning Commission will hear straight from the public on each issue and will be more involved in crafting policies, earlier in the process. The public is encouraged to communicate with planning commissioners through the email and mailing address listed in Chapter 5 of this document in addition to attending planning commission meetings.

3.3. The Cities

Whatcom County will continue to engage with the Cities on issues that need to be reconciled as part of the periodic review. The County will work with the cities to achieve coordinated and consistent planning during the UGA review and revision process. The Cities will be conducting their own periodic reviews as required by state law, and public participation regarding issues associated with City planning areas will be undertaken by each city.
Chapter 4. Public Participation Approach

4.1. Overall Approach

The Washington Administrative Code (WAC) provides guidelines and rules for public involvement in comprehensive planning. WAC 365-196-600 "Public Participation" states that "The public participation program should clearly describe the role of the planning commission, ensuring consistency with requirements of chapter 36.70, 35.63, or 35A.63 RCW."

Through this public participation program the planning commission will act as a central hub for many public participation activities. In this way, the planning commission will have maximum exposure to the public perspective no matter how complex or minute the issue.

Starting in section 4.2, issues are broken down into 3 types for the purposes of public participation. Each type of issue has a different approach and the approach is described in each section. All the issues retain the numbers assigned to them in Chapter 2, so if more information is needed about an issue, the reader may refer back to Chapter 2.

The 2016 Comprehensive Plan Update will include various opportunities for public participation, such as commenting on the scope of the environmental impact statement (EIS) and the draft EIS, and commenting at advisory committee, Planning Commission and County Council meetings. Proposals will be posted on the website and sent out through the County e-mail list. The County intends to provide a broad range of opportunities for the public to provide written and/or oral comments relating to the 2016 Comprehensive Plan update.
4.2. Level 1 Issues

Level 1 issues are generally less complicated, have already been through extensive public process or are quasi-judicial actions¹. This level is also appropriate for most standard map and text amendments to Title 20 Zoning. A more vigorous public participation approach may be assigned at the discretion of the Planning and Development Services Department.

4.2.1. Approach

Level 1 issues will be subject to the public process required by the code. Typically, they will follow this process:

1) **Proposal**: Staff generates a proposal or a recommendation on an application.

2) **Proposal posted**: Proposal is posted to the website and announced through email list. Legal notice will be given as required and applicable. Public may make comment to the Planning Commission via email and/or US mail.

3) **Public hearing**: Planning Commission holds public hearing on issue.

4) **Work session and recommendation**: Planning Commission conducts work session on issue and recommends action to the County Council. Public may make comment to the County Council via email and/or US mail.

5) **County Council**: County Council will review the recommendation of the Planning Commission and hold a work session in committee. The Council will approve the recommendation, modify, or deny. If the Planning Commission recommendation is substantively modified, another hearing will be held on that modification and then the Council will act.

4.2.2. Level 1 Projects

S-3. **Land for Facilities** (RCW 36.70A.110, .115, .210, SHB 1825)

S-5. **Family Day-Care Providers in Home** (RCW 36.70A.450, SB 5952)

S-7. **Forest Practices** (RCW 36.70A.570, SHB 1409)

D-1. **Broadcast Tower Height Limits - Point Roberts** (PLN2015-00002)

D-2. **Code Enforcement Amendments** (PLN2015-00003)

D-3. **Point Roberts Character Plan Amendments** (PLN2015-00004)

¹ Quasi-judicial actions of local decision-making bodies are "those actions of the legislative body, planning commission, hearing examiner, zoning adjuster, board of adjustment, or boards which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested case proceeding" (RCW 42.36.010). These require adjudication in a court-like process, in which the guidelines for public participation are different from other actions. Notice requirements for quasi-judicial rezones are set forth in WCC 20.90.045.
D-41. Boundary Line Adjustments (PLN2014-00001)
D-2. Repeal Lake Whatcom Subarea Plan (PLN2014-00002)
D-3. Repeal South Fork Valley Subarea Plan (PLN2014-00003)
D-4. Repeal Eliza Island Subarea Plan (PLN2014-00004)
D-5. Capital Facility Planning – Special Purpose Districts (PLN2014-00005)
D-6. Broadcast Towers in Point Roberts (PLN2014-00006)
D-7. Six-Year CIP and LOS Amendments (PLN2014-00007)
D-8. Slater Rd. Rezone (NC to RGC) (PLN2014-00008) Note: This rezone is quasi-judicial.
D-59. WCC/Title 20 Amendments (PLN2014-00009)
D-10. Wireless Communication Facilities (PLN2014-00010)
D-11. Road Setback Amendments (PLN2014-00011)
D-642. Weddings and Special Events (PLN2014-00016)
D-716. Bellingham Development Standards (PLN2013-00003)
D-818. Specified Fittings (R5A to R1M) (PLN2012-00006) Note: The rezone is quasi-judicial.
D-1020. MRI Expansion – North Star Rd. (PLN2012-00009)
D-1222. MRI Expansion – Lummi Island (PLN2011-00009)
4.3. Level 2 Issues

Level 2 issues require a little more than the code-required public process. The issues in this category are of a sensitive or political nature and/or the public has come out to oppose or support them in the past. They are generally more complicated.

4.3.1. Approach

Typically, level 2 issues will follow this process:

1) **Alternatives**: Staff generates alternative approaches to the issue, when applicable.

2) **Alternatives posted**: Alternatives are posted to the website and announced through email list.

3) **Advisory Committee/Agency/City Review and Comment**: The alternatives will be submitted to the appropriate advisory committee, department, city or agency for review and comment.

4) **Proposal**: Staff generates a proposal considering any feedback received on the alternatives.

5) **Proposal posted**: Proposal is posted to the website and announced through email list and legal notice as required and applicable. Public may make comment to the Planning Commission via email and/or US mail.

6) **Public hearing**: Planning Commission holds public hearing on issue.

7) **Work session**: Planning Commission conducts work session on issue and recommends action to the County Council. Public may make comment to the County Council via email and/or US mail.

8) **County Council**: County Council will review the recommendation of the Planning Commission and hold a work session in committee. The Council will approve the recommendation, modify, or deny. If the Planning Commission recommendation is substantively modified, another hearing will be held on that modification and then the Council will act.

4.3.2. Level 2 Projects

- **Transportation** (RCW 36.70A.070 and RCW 36.70A.108)
- **Mineral Resource Lands** (RCW 36.70A.131)
- **Accessory Uses in Agricultural Lands** (RCW 36.70A.177, SHB 2917). Coordination with Agriculture Advisory Committee.
- **Housing** (RCW 36.70A.070(2)) and (RCW 36.70A.540, EHB 1464)
S-8. **Critical Areas/Best Available Science** (RCW 36.70A.130(1)(c)). A Citizens Advisory Committee and a Technical Advisory Committee have been appointed for this effort. Other pertinent advisory committees will have the opportunity to review as well, prior to the Planning Commission’s review.

D-17. **MRL Policies and Surface Mining Regulations** (PLN2013-00008)

D-9. **Agricultural Strategic Plan Implementation** (PLN2012-00007). Coordination with Agriculture Advisory Committee and applicable Cities.

D-1121. **Rural Element Update** (PLN2012-00012). May be subject to settlement agreements and the public process set forth in Section 2.3.


### 4.4. Level 3 Issues

These issues are generally more complicated and are of interest to the general public. All of these issues will have many opportunities for public comment, including a town-hall style meeting where people are able to openly share their feelings on the alternatives proposed or just the issue in general. When appropriate, town hall meetings will be planned close to areas that will be or are being impacted by the issue.

#### 4.4.1. Approach

Typically, level 3 issues will follow this process:

1) **Alternatives**: Staff generates alternative approaches to the issue, when appropriate.

2) **Alternatives posted**: Alternatives are posted to the website and announced through email list.

3) **Advisory Committee/Agency/City Review and Comment**: The alternatives will be submitted to the appropriate advisory committee, department, city or agency for review and comment.

4) **Town hall meeting**: A town hall style meeting is held to seek public input on the issue and the proposed alternatives. When appropriate, the meeting is held in a location that is reasonably located near an area affected by the issue. Planning Commission may be in attendance at this town hall meeting. Announcements of town hall meetings will be done through the website, email list, media releases, and local postings as appropriate.

5) **Proposal**: Staff generates a proposal considering feedback received on the alternatives, including feedback heard at the town hall meeting.
6) **Proposal posted:** Proposal is posted to the website and announced through email list. Legal notice will be given as required and as appropriate. Public may make comment to the Planning Commission via email and/or US mail.

7) **Public hearing:** Planning Commission holds public hearing on issue.

8) **Work session:** Planning Commission conducts work session on issue and recommends action to the County Council. Public may make comment to the County Council via email and/or US mail.

9) **County Council:** County Council will review the recommendation of the Planning Commission and hold a work session in committee. The Council will approve the recommendation, modify, or deny. If the Planning Commission recommendation is substantively modified, another hearing will be held on that modification and then the Council will act.

### 4.4.2. Level 3 Projects

**S-2. Mineral Resource Lands** (RCW 36.70A.131)

**S-4. Accessory Uses in Agricultural Lands** (RCW 36.70A.177, SHB 2917). Coordination with Agriculture Advisory Committee.

**S-8. Critical Areas/Best Available Science** (RCW 36.70A.130(1)(c)). A review committee will be reactivated for this effort. However, many of the existing advisory committees will make recommendations including, as applicable, the Agriculture Advisory Committee, Lake Whatcom Watershed Advisory Committee, Shellfish and Marine advisory committees and others who are impacted by Best Available Science.

**S-9. 2016 Comprehensive Plan Update** (RCW 36.70A.130(1)). Coordination, as applicable, with various committees, the cities, and service providers.

**S-10. 2016 UGA Review** (RCW 36.70A.130(3)). Coordination with the seven Cities and capital facility/urban service providers.

**D-19. Agricultural Strategic Plan Implementation** (PLN 2012-00007). Coordination with Agriculture Advisory Committee and applicable Cities.
Chapter 5. Conclusion

This public participation plan was initially crafted at the beginning of the comprehensive planning process. It is a living document that should be updated as conditions change or new methods are discovered. This public participation plan meets the requirements of the RCW and the requirements of the WAC. Specifically, the Planning and Development Services Department hopes that this public participation program will "involve a broad cross-section of the community, so groups not previously involved in planning become involved" as WAC 365-196-600(4) suggests it should.

To provide written feedback on this public participation plan, please contact Planning and Development Services at rboxx@co.whatcom.wa.us. If you wish to provide comment on any issue to the Planning Commission or County Council, please utilize the following addresses:

Whatcom County Planning and Development Services
5280 Northwest Drive
Bellingham, WA 98226

Planning Commission
C/o Becky Boxx, coordinator
5280 Northwest Drive
Bellingham, WA 98226
PDS_Planning_Commission@co.whatcom.wa.us

County Council
311 Grand Ave, Ste 105
Bellingham, WA 98225
council@co.whatcom.wa.us
Regular Meeting

a document that analyzes the impacts of the environment if we continue to move forward
with this failed approach. He had spoken previously about the magical utopian approach
where there will magically be less people desiring to live here. It takes a lot of action to do
the no action alternative.

Greg Brown, Whatcom County: He encouraged staff to extend the DEIS comment period.

Commissioner Comments

Commissioner Honcoop commented on a document, produced by the City of Bellingham,
he submitted relating to costs of permitting and impact fees in the county.

Commissioner Knapp addressed the jail level of service (LOS). Staff will address this issue
later in their presentation on Chapter 4.

Approval of Minutes of March 12, 2015: Commissioner Vekved moved to approve as
written. Commissioner Knapp seconded. The motion carried.

File #PLN2015-00005: A public hearing regarding the draft Public Participation Plan for
Whatcom County Comprehensive Plan and Development Regulation Amendments. This
plan will guide public participation efforts relating to comprehensive plan and development
regulation amendments, including zoning and critical areas ordinance changes.

Matt Aamot presented an overview of the draft plan.

The Growth Management Act (GMA) requires counties to develop a Public Participation
Plan. The plan classifies Comprehensive Plan and zoning amendments into three levels; 1,
2 and 3 to define the level of public participation. Level 1 projects require a staff report,
notice in the newspaper, posting the proposal on the website and sending it to the
county’s email list. It also requires a public hearing before the Planning Commission prior
to the final council action. Level 2 requires all of the Level 1 processes in addition to
developing alternatives, if appropriate, then review by an advisory committee, an agency
or city. Level 3 requires all of the Level 2 process plus a town hall meeting.

The main changes, from last year’s plan are:
- Inclusion of the 2015 docket items
- Deletion of completed projects
- Reclassification of several projects

Sometimes county actions are appealed to the Growth Management Hearings Board. At
times there are settlement agreements. If the settlement results in a proposed ordinance
there is a public participation process that takes place. That process would also apply if
there is an appeal to court.

The hearing was opened to the public.
Kathy Berg, Whatcom County: She stated she appreciates the non-city UGAs being recognized as needing some notification of what is going to be changing, particularly Birch Bay. It looks like a good plan.

Bryan Jones, Whatcom County: Would like to see this plan and the plan of other jurisdictions more uniform.

The hearing was closed to the public.

Commissioner Oliver questioned moving the Critical Areas Best Available Science from Level 3 to Level 2. It seems a lot of people would be interested in that.

Mr. Personius stated there are two committees working on that issue and the reason for moving it was because it is not anticipated to need a town hall meeting.

**Commissioner Oliver moved to recommend approval of the plan as written.**
**Commissioner Knapp seconded.**

Commissioner Honcoop asked about the Specified Fittings rezone. He thought that had gone through Planning Commission and Council. Why is it still in the plan?

Mr. Aamot stated it is on hold because of one of the Rural Element appeals that has not yet been resolved.

**Roll Call Vote: Ayes – Honcoop, Knapp, McClendon, Oliver, Vekved; Nays – 0; Abstain – 0; Absent – Elenbaas, Hunter, Taylor, Teigrob. The motion carried.**

2016 Whatcom County Comprehensive Plan Update: Chapter 4 – Capital Facilities.

Review the Comprehensive Plan pursuant to the Growth Management Act, which requires the County to periodically review and revise, if needed, the Comprehensive Plan under RCW 36.70A.130(1) and urban growth areas under RCW 36.70A.130(3).

Matt Aamot gave a power point presentation.

The GMA was adopted in 1990 and at that time there was rapid development in western Washington. As this was occurring jurisdictions sometimes had a difficult time making infrastructure improvements to service that development. One of the ideas in the GMA was that public facilities and services should keep pace with the development that was occurring. That is reflected in GMA Planning Goal 12. The GMA did provide some funding mechanisms. Those included impact fees and real estate excise tax increases.

Jurisdictions did not have to use these mechanisms but they could. Whatcom County adopted a Real Estate Excise Tax program (REET 1) before GMA and REET 2 after GMA. Those total ½ of one percent of each real estate transaction. Whatcom County has not adopted impact fees. Under GMA local jurisdictions have discretion in setting service levels and have additional tools to provide funding for these services.

Another part of the GMA stated that the Comprehensive Plan needed to have certain elements included. They are:
Ordinance amending Whatcom County Code Title 20 to allow vacation rental units as an accessory use.

**ATTACHMENTS:**
1. Staff Memorandum
2. Proposed Ordinance and Exhibit
3. Findings of the Planning Commission
4. Staff Report
5. Public Comments
6. Newspaper Articles
7. Planning Commission Minutes

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

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

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

**Requested Date**

The Council must hold a hearing if they want to change the Planning Commission's recommendation (WCC 2.160.100(B)).

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

Ordinance amending Whatcom County Code Title 20 Zoning to allow vacation rental units as an accessory use.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

AB2014-295, AB2015-072

** Ordinance or Resolution Number:**

PLN2014-00020

**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: County Council  
Jack Louws, County Executive

THROUGH: Mark Personius, AICP, Long Range Planning Manager

FROM: Gary Davis, AICP, Senior Planner

DATE: April 14, 2015

SUBJECT: Vacation Rental Units Code Amendment

This memorandum is to brief the County Council on the status of vacation rental regulation in advance of the scheduled discussion at the April 28 Planning and Development Committee meeting.

Background  
Currently Whatcom County does not distinguish between long-term and short-term rentals of residences, and therefore interprets that rentals of any duration – including vacation rentals – are permitted in rural and residential zones. Following some complaints related to existing vacation rentals, Planning and Development Services (PDS) staff presented on September 16, 2014 the County Council Planning and Development Committee discussed possible approaches to regulating vacation rentals. PDS staff compiled information on other jurisdictions’ various approaches to the issue, including an outright ban, special use permits with inspection programs, or allowing vacation rentals subject to performance standards but without special use permits and inspections (see options listed on the attached staff report). The committee expressed a preference for pursuing a code amendment using the latter approach.

Staff drafted a proposed zoning code text amendment based on that approach and presented it to the Planning Commission at a work session on December 11. The draft added a definition for “vacation rental” and allowed it as an accessory use in most zones, subject to a list of standards borrowed from other jurisdictions’ codes. Following a public hearing on January 8, 2015 the Planning Commission recommended approval of a code amendment, but without the proposed list of standards.
Currently there are hundreds of vacation rental units available in Whatcom County on such online “platforms” as VRBO.com and Airbnb.com. Some units are unoccupied homes, while others are guest rooms in an owner-occupied house. Examples of non-owner-occupied units are cabins in the Birch Bay and Glacier areas, which have historically been recreational or second homes.

The Airbnb and VRBO terms of service agreements require hosts to follow local laws and regulations. However, with many jurisdictions, including Whatcom County, local regulations are not always clear. This draft amendment – with or without the list of standards – would resolve the question of whether vacation rentals are an allowed use under the Whatcom County zoning code. It is also clear that vacation rentals are subject to Transient Occupancy Tax (WCC Chapter 3.36). The State Department of Revenue collects this tax and returns a portion to the County. According to public testimony, many vacation rental unit owners are already paying this tax.

An issue that remains unresolved at present is the question of which building code standards vacation rentals will be required to meet in Whatcom County. As with the land use (zoning code) issue, other jurisdictions are struggling to catch up with the new vacation rental trend from a building safety standpoint. Should the units remain subject to the same building and fire code requirements as other single family residences, or does the new use require greater standards to protect the safety of occupants? A Whatcom County Building Services Code Interpretation (PL573-001C) requires additional safety features for bed and breakfast businesses – including automatic sprinklers for B&B’s with three to five guestrooms. The International Building Code does not address vacation rentals or B&B’s specifically, but states “Where a structure is proposed for a purpose that is not specifically provided for in this code, such structure shall be classified in the group that the occupancy most nearly resembles, according to the fire safety and relative hazard involved.” Whatcom County’s Building Official will need to determine how to apply the building code to vacation rental units.

**Other Jurisdictions**

Earlier this year San Francisco adopted a vacation rental ordinance similar to the one Portland adopted in 2014. Both cities now allow vacation rentals only in portions of residences that are resident-occupied at least nine months out of the year, and require that all units are registered and inspected. Lack of affordable housing is a concern in both cities and the prohibition of vacation rentals in non-resident-occupied units seen as a way to prevent the available stock of long-term rental units from being converted to potentially more profitable short-term rental units. However, San Francisco staff has recently informed their elected officials that enforcing nine-month resident-occupancy requirement would be difficult.

Bend, Oregon has permitted vacation rentals in residential neighborhoods since 2006, but has recently enacted a spacing requirement in response to concentration of vacation rentals that have occurred in some neighborhoods.
When this provision takes effect, no new vacation rental will be permitted within 250 feet of another.

Neither Portland’s resident-occupancy requirement nor Bend’s spacing requirement were included as options in PDS’ August 27, 2014 memorandum. Both measures would require significant resources to administer a license/registration system in addition to verifying residency or spacing.

Some jurisdictions in tourism-oriented areas of Washington State have dealt with vacation rentals in different ways. For example, San Juan County (SJCC 18.40.270) allows vacation rentals subject to a series of performance standards, including operating in a way that prevents disturbances to area residents, additional off-street parking, no outdoor signs, provide notice on rules of conduct. On the other hand, Ocean Shores (OSMC 17.50.055) prohibits vacation ("transient") rentals except to allow for continued use of existing units through a conditional use permit process.

The City of Bellingham zoning code does not specifically address vacation rentals but their staff and Hearing Examiner interpret the code as prohibiting transient accommodations in residential zones – except bed and breakfast facilities, which are allowed through a conditional use permit. Blaine similarly prohibits transient accommodations in most (but not all) residential zones.

Please contact Gary Davis, Senior Planner, at extension 50246 if you have questions on this topic.

Attachments:
  Draft Ordinance and Zoning Code Amendment
  Findings of the Planning Commission
  Staff Report
  Public Comments
  March 22, 2015 article from the San Francisco Chronicle
  April 2, 2015 article from the Bend Bulletin
  Planning Commission Minutes: January 8, 2015 and December 11, 2014
ORDINANCE NO. _____________

AMENDING WHATCOM COUNTY CODE TITLE 20 ZONING TO ALLOW VACATION RENTAL UNITS AS AN ACCESSORY USE

WHEREAS, Use of single family homes as vacation rentals has become increasingly common in Whatcom County in recent years; and

WHEREAS, The Whatcom County Code Title 20 Zoning lacks provisions for defining and permitting such uses; and

WHEREAS, The County Council hereby adopts the following findings of fact:

FINDINGS OF FACT

1. Whatcom County Planning and Development Services has submitted an application for a zoning code amendment to add a definition and standards for vacation rental units.

2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on December 1, 2014.

3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on November 26, 2014.

4. Notice of the Planning Commission public hearing for the amendments was published in the Bellingham Herald on December 26, 2014.

5. The Planning Commission held a public hearing on the proposed amendments on January 8, 2015.

6. Currently the Whatcom County Zoning Code (WCC Title 20) does not prohibit rental of single family dwellings, either short-term or long term. Lacking such a prohibition, PDS interprets the Zoning Code to permit vacation rentals wherever single family dwellings are permitted.

7. Whatcom County’s zoning code currently does not list vacation rental units as a distinctive land use that is either permitted or prohibited. The zoning code does define and regulate transient room rental in bed and breakfast, rooming house, and hotel uses.
8. In September 2014 Planning and Development Services staff compiled a list of some potential options for regulating vacation rentals from a land use standpoint and discussed them with the County Council Planning and Development Committee. The committee and other Councilmembers in attendance expressed a preference for permitting vacation rentals county-wide with performance standards, but not with additional licensing or registration requirements.

9. The current amendment would add vacation rentals as an accessory use in zones where “bed and breakfast establishments” are currently permitted as an accessory use.

10. WCCP Policies 2A-13, 2FF-1, 2FF-3, 2FF-4, and 7K-4 support small home-based businesses in the rural areas of the county.

11. WCCP Policies 2FF-3 and 2FF-4 support rural businesses provided they do not adversely impact rural character or surrounding uses.

12. WCCP Policy 2DD-2 supports protecting rural character through development regulations.

CONCLUSIONS

1. The amendments defining vacation rental units and regulating their operation is in the public interest.
2. The amendments are consistent with the Whatcom County Comprehensive Plan.

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

Section 1. The Whatcom County Code Title 20 Zoning is hereby amended as shown on Exhibit A.

Section 2. Adjudication of invalidity of any of the sections, clauses, or provisions of this ordinance shall not affect or impair the validity of the ordinance as a whole or any part thereof other than the part so declared to be invalid.
ADOPTED this ______ day of __________, 2015.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

____________________
Dana Brown-Davis, Council Clerk

____________________
Carl Weimer, Chairperson

APPROVED as to form:

____________________
Civil Deputy Prosecutor

( ) Approved       ( ) Denied

____________________
Jack Louws, Executive

Date: __________________
EXHIBIT A
Whatcom County Code Title 20 Zoning
AMENDMENTS

Chapter 20.20
URBAN RESIDENTIAL (UR) DISTRICT

20.20.100 Accessory uses.

.107 Vacation rental units.

Chapter 20.22
URBAN RESIDENTIAL – MEDIUM DENSITY (URM) DISTRICT

20.22.100 Accessory uses.

.107 Vacation rental units.

Chapter 20.24
URBAN RESIDENTIAL MIXED (UR-MX) DISTRICT
Chapter 20.32
RESIDENTIAL RURAL (RR) DISTRICT

20.32.100 Accessory uses.

......

.107 Vacation rental units.

......

Chapter 20.34
RURAL RESIDENTIAL - ISLAND (RR-I) DISTRICT

20.34.100 Accessory uses.

......

.107 Vacation rental units.

......

Chapter 20.35
ELIZA ISLAND (EI) DISTRICT

20.35.100 Accessory uses.

......
Chapter 20.36
RURAL (R) DISTRICT

20.36.100 Accessory uses.

Chapter 20.37
POINT ROBERTS TRANSITIONAL ZONE (TZ) DISTRICT

20.37.100 Accessory uses.

Chapter 20.40
AGRICULTURE (AG) DISTRICT

20.40.100 Accessory uses.

.108 Vacation rental units.
Chapter 20.42
RURAL FORESTRY (RF) DISTRICT

20.42.100 Accessory uses.

.106 Vacation rental units.

Chapter 20.59
RURAL GENERAL COMMERCIAL (RGC) DISTRICT

20.59.100 Accessory uses.

.108 Vacation rental units.

Chapter 20.61
SMALL TOWN COMMERCIAL (STC) DISTRICT

20.61.100 Accessory uses.

.111 Vacation rental units.
Chapter 20.62
GENERAL COMMERCIAL (GC) DISTRICT

20.62.100 Accessory uses.

.106 Vacation rental units.

Chapter 20.64
RESORT COMMERCIAL (RC) DISTRICT

20.64.100 Accessory uses.

.113 Vacation rental units.

Chapter 20.97
DEFINITIONS

20.97.445.1 Vacation Rental Unit.

"Vacation rental unit" shall mean a dwelling unit or portion of a dwelling unit that, for compensation, is used to lodge individuals or families for a period of less than thirty days, with no food service.
WHATCOM COUNTY
PLANNING COMMISSION

Vacation Rental Units Code Amendment

FINDINGS OF FACT AND REASONS FOR ACTION

1. Whatcom County Planning and Development Services has submitted an application for a zoning code amendment to add a definition and standards for vacation rental units.

2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on December 1, 2014.

3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on November 26, 2014.

4. Notice of the Planning Commission public hearing for the amendments was published in the Bellingham Herald on December 26, 2014.

5. The Planning Commission held a public hearing on the proposed amendments on January 8, 2015.

6. Currently the Whatcom County Zoning Code (WCC Title 20) does not prohibit rental of single family dwellings, either short-term or long term. Lacking such a prohibition, PDS interprets the Zoning Code to permit vacation rentals wherever single family dwellings are permitted.

7. Whatcom County’s zoning code currently does not list vacation rental units as a distinctive land use that is either permitted or prohibited. The zoning code does define and regulate transient room rental in bed and breakfast, rooming house, and hotel uses.

8. In September 2014 Planning and Development Services staff compiled a list of some potential options for regulating vacation rentals from a land use standpoint and discussed them with the County Council Planning and Development Committee. The committee and other Councilmembers in attendance expressed a preference for permitting vacation rentals countywide with performance standards, but not with additional licensing or registration requirements.

9. The current amendment would add vacation rentals as an accessory use in zones where “bed and breakfast establishments” are currently permitted as an accessory use.
10. WCCC Policies 2A-13, 2FF-1, 2FF-3, 2FF-4, and 7K-4 support small home-based businesses in the rural areas of the county.

11. WCCC Policies 2FF-3 and 2FF-4 support rural businesses provided they do not adversely impact rural character or surrounding uses.

12. WCCC Policy 2DD-2 supports protecting rural character through development regulations.

CONCLUSIONS

1. The amendments defining vacation rental units and regulating their operation is in the public interest.

2. The amendments are consistent with the Whatcom County Comprehensive Plan.

RECOMMENDATION

Based upon the above findings and conclusion, the Whatcom County Planning Commission recommends approval of the proposed amendments as shown on Exhibit A.

WHATCOM COUNTY PLANNING COMMISSION

David Onkels, Chair

Becky Boxx, Secretary

Date 3/21/15

Commissioners present at the January 8, 2014 meeting when the vote was taken: Ken Bell, Ben Elenbaas, Gary Honcoop, David Hunter, Natalie McClendon, David Onkels, Sam Taylor, Mary Beth Teigrob, and Gerald Vekved.

Vote: Ayes: 8, Nays: 1, Abstain: 0, Absent: 0. Motion carried to adopt the above amendment.
Whatcom County
Planning & Development Services
Staff Report

Vacation Rentals Code Amendment

I. BACKGROUND INFORMATION

File #: PLN2014-00020

File Name: Vacation Rentals Zoning Code Amendments

Applicants: Whatcom County Planning and Development Services (PDS)

Summary of Request: Amend Whatcom County Code Title 20 Zoning to define and regulate short-term rentals of residential units.

Location: County-wide.

Staff Recommendation: Approval. The proposal adds clarity to the County's development regulations regarding short-term residential rentals.

Current Status
Currently the Whatcom County Zoning Code (WCC Title 20) does not prohibit rental of single family dwellings, either short-term or long term. Lacking such a prohibition, PDS interprets the Zoning Code to permit vacation rentals wherever single family dwellings are permitted.

As of July 2014, vrbo.com and airbnb.com each list more than 100 vacation rental properties available in unincorporated Whatcom County (some properties are listed on both sites). The largest clusters of vacation rentals are in the Glacier and Birch Bay areas, with smaller clusters at Point Roberts, Sandy Point, Lummi Island, and Lake Whatcom.

The County has received public complaints regarding vacation rentals, generally regarding noisy behavior of guests, which is enforced by the Sheriff under the "disorderly house" provisions of WCC 9.40. Complaints related to land use considerations (such as overflow parking) have occurred when a rental property is used as a special event venue for weddings, retreats, or other gatherings. PDS staff is working to develop regulations for special event facilities with the intention of
minimizing impacts to surrounding residents (project file PLN2014-00016).

Whatcom County's zoning code currently does not list vacation rentals as a distinctive land use that is either permitted or prohibited. The zoning code does define and regulate transient room rental in bed and breakfast, rooming house, and hotel uses as shown in the following table:

<table>
<thead>
<tr>
<th>Use</th>
<th>Number of Persons</th>
<th>Number of Rooms</th>
<th>Owner Occupied</th>
<th>Permitted Use in:</th>
<th>Accessory Use in:</th>
<th>Conditional Use in:</th>
</tr>
</thead>
<tbody>
<tr>
<td>B&amp;B Establishment</td>
<td></td>
<td>1 or 2</td>
<td>Yes</td>
<td>RC in Pt. Roberts</td>
<td>UR, URM, URMX, RR, RRI, TZ, RC, STC, AG, R</td>
<td>RF</td>
</tr>
<tr>
<td>WCC 20.97.027</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B&amp;B Inn</td>
<td></td>
<td>3 to 5</td>
<td>Yes</td>
<td>RC in Pt. Roberts</td>
<td>RC, STC</td>
<td>UR, URM, URMX, RR, RRI, TZ, AG, R</td>
</tr>
<tr>
<td>WCC 20.97.028</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rooming House</td>
<td></td>
<td>3 or more</td>
<td>No minimum or maximum</td>
<td>RC (except Maple Beach in Pt. Roberts) 3-8 persons</td>
<td></td>
<td>URM</td>
</tr>
<tr>
<td>WCC 20.97.355</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Motel</td>
<td></td>
<td>No minimum or maximum</td>
<td></td>
<td>RC (16 or fewer rooms), AO, TC, GI, GC, STC</td>
<td></td>
<td>RGC, Pt. Roberts Special District</td>
</tr>
<tr>
<td>WCC 20.97.260</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel</td>
<td></td>
<td>6 or more</td>
<td></td>
<td>RC (16 or fewer rooms), AO, TC, GI, GC, STC</td>
<td></td>
<td>RGC, Pt. Roberts Special District</td>
</tr>
<tr>
<td>WCC 20.97.185</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

"Rooming house" is a permitted use only in the RC zone (except the Maple Beach section of Point Roberts) and a conditional use in URM. A "hotel" or "motel" is a permitted use only in commercial zones, including RC. A "bed and breakfast establishment" (an accessory use in residential and rural zones) allows for renting 1 or 2 rooms, while a "bed and breakfast inn" (a conditional use in residential and rural zones) allows for renting 3 to 5 rooms. Both types of bed and breakfast establishments must be owner-occupied.

In September 2014 Planning and Development Services staff compiled a list of some potential options for regulating vacation rentals from a land use standpoint and discussed them with the County Council Planning and Development Committee:

1. **Permitted outright as a single family dwelling.** Allow rentals of any duration in residential zones without conditions.
2. Permitted with performance standards. Allow vacation rentals as a permitted use in all rural and residential zones, subject to conditions.
3. Permitted in specified locations, with performance standards. Same as 2 but permitted only in certain zones or geographic areas.
4. Permitted with registration. Same as 2 or 3 but with licensing or registration requirements.
5. Prohibition. Vacation rentals are not permitted uses in any residential zones.

The committee and other Councilmembers in attendance expressed a preference for exploring Option 2, permitting vacation rentals county-wide with performance standards, but not with additional licensing or registration requirements.

II. ZONING CODE AMENDMENT

The current draft code amendment (attached) would add vacation rentals as an accessory use in UR, URM, URMX, RR, RRI, TZ, RC, STC, AG, and R, subject to a series of standards listed in WCC 20.80, the “supplemental requirements” chapter of the zoning code. These are the zones where “bed and breakfast establishments” are currently permitted as an accessory use (see table above).

The draft would also add a definition of vacation rentals to distinguish them from long-term rentals. The definition uses 30 days as the vacation rental threshold, which is consistent with the County’s transient occupancy definition (WCC Chapter 3.36 Transient Occupancy Tax) and with the definitions of bed and breakfast establishments and inns. The definition also specifies no food service, to distinguish them from the bed and breakfast uses.

III. COMPREHENSIVE PLAN EVALUATION

The proposed zoning code amendment to add a definition and standards for vacation rental uses is consistent with the following policies of the Whatcom County Comprehensive Plan:

Goal 2A: Ensure provision of sufficient land and densities to accommodate the growth needs of Whatcom County and protect the qualities that make the county a desirable place to live.

Policy 2A-13: Allow for adequate economic development to provide economic sustainability, adequate employment opportunities, and services in and for the rural areas.

Goal 2DD: Retain the character and lifestyle of rural Whatcom County.
Policy 2DD-2: Protect the character of the rural area through the County’s development regulations ...

**Goal 2FF:** Provide employment opportunities in the rural parts of Whatcom County.

Policy 2FF-1: Support small businesses, cottage industries, home occupations, resource-based, tourist, recreational, and other appropriate industries in the rural areas of Whatcom County. New rural commercial and industrial uses that are more intensive than those permitted within rural zones as home occupations or cottage industries should be located within designated Rural Communities and Rural Business areas.

Policy 2FF-3: Ensure that business operations do not adversely impact adjacent residential, agricultural or forest land, or compromise water quality and quantity.

Policy 2FF-4: Allow home-based occupations, cottage industries and small-scale tourist and recreational uses throughout the rural area provided they do not adversely affect the surrounding residential uses, agricultural uses, forestry uses, or rural character.

**Goal 7K:** Enable a geographic balance for economic growth within the capacities of the county’s natural resources, natural systems, public services, and public facilities.

Policy 7K-4: Consider establishing more resource and tourism based recreational, commercial, and industrial uses to create economic opportunity in the rural areas of the county.

**IV. PROPOSED FINDINGS OF FACT AND REASONS FOR ACTION**

Staff recommends the Planning Commission adopt the following findings of fact and reasons for action:

1. Whatcom County Planning and Development Services has submitted an application for a zoning code amendment to add a definition and standards for vacation rental units.

2. A determination of non-significance (DNS) was issued under the State Environmental Policy Act (SEPA) on December 1, 2014.

3. Notice of the subject amendment was submitted to the Washington State Department of Commerce on November 26, 2014.
4. Notice of the Planning Commission public hearing for the amendments was published in the Bellingham Herald on __________, 2014.

5. The Planning Commission held a public hearing on the proposed amendments on __________, 2015.

6. Currently the Whatcom County Zoning Code (WCC Title 20) does not prohibit rental of single family dwellings, either short-term or long term. Lacking such a prohibition, PDS interprets the Zoning Code to permit vacation rentals wherever single family dwellings are permitted.

7. Whatcom County’s zoning code currently does not list vacation rental units as a distinctive land use that is either permitted or prohibited. The zoning code does define and regulate transient room rental in bed and breakfast, rooming house, and hotel uses.

8. In September 2014 Planning and Development Services staff compiled a list of some potential options for regulating vacation rentals from a land use standpoint and discussed them with the County Council Planning and Development Committee. The committee and other Council members in attendance expressed a preference for permitting vacation rentals county-wide with performance standards, but not with additional licensing or registration requirements.

9. The current amendment would add vacation rentals as an accessory use in zones where “bed and breakfast establishments” are currently permitted as an accessory use.

10. WCCP Policies 2A-13, 2FF-1, 2FF-3, 2FF-4, and 7K-4 support small home-based businesses in the rural areas of the county.

11. WCCP Policies 2FF-3 and 2FF-4 support rural businesses provided they do not adversely impact rural character or surrounding uses.

12. WCCP Policy 2DD-2 supports protecting rural character through development regulations.

V. PROPOSED CONCLUSIONS

1. The amendments defining vacation rental units and regulating their operation is in the public interest.

2. The amendments are consistent with the Whatcom County Comprehensive Plan.
VI. RECOMMENDATION

Planning and Development Services recommends the Planning Commission forward the proposed amendments to the County Council with a recommendation of approval.

ATTACHMENTS

A. Draft zoning code amendments
From: Louise KOLSTAD [mailto:lskolstad@hotmail.com]
Sent: Monday, September 15, 2014 9:18 PM
To: Council
Subject: Vacation Rental proposed regulations

My husband and I own a vacation rental on Lummi Island. This is our eighth year renting our beach home as a vacation rental. It has been a very positive experience for us. There are four vacation rentals within a mile of us on the beach.

1) We have a business license and we pay taxes to Whatcom County—we pay 10.5% in local and state taxes.
2) Neighbors have never complained about our vacation rental.
3) We have a beautiful waterfront home that we rent and we do not want damage done to our property—we police it ourselves. This has never been an issue.
4) We do not need further regulations.
5) We would expect our neighbors to see us if there is a problem, regardless of whether it is at our residence or our vacation rental.
6) I do not see adding more regulations than already exist. It was my understanding when we started to rent 8 years ago that a business license was required.

Sincerely,

Louise and Mel Kolstad
1805 Seacrest Drive
Lummi Island, WA 98262
Dear Executive and Whatcom County Council, Planning Department, Mayor of Bellingham and City Council,

In case you haven’t seen... Channel 5 News came and interviewed our neighborhood this evening, about the VRBO issue and conflicts on this issue in Whatcom County. It was on the 10pm news tonight, Sept. 15. I hope you all get to see the interview.

I understand you are considering allowing VRBO use in some or all of Whatcom County. I will not be able to make your Tuesday afternoon discussion, but would like to ask you some clarification questions. Why does Gary Davis, Senior Planner in his memo dated Aug. 27th to the Council state that WCC Title 20 does not prohibit rental of single family dwellings, either short-term or long term? I heard Royce Buckingham, from the Prosecuting Attorney's office state that as well, at an enforcement discussion mtg. with the County Council earlier this spring. I'm confused and would like you all to review the WCC Title 20 codes listed below:

County Zoning for residential rural states permitted use is one SINGLE FAMILY DWELLING per lot (20.32.050.05)

A SINGLE FAMILY DWELLING means a residential unit permanently installed and served with utilities. (20.97.422 Ord. 94-002,1994)

A RESIDENTIAL UNIT means a family dwelling unit intended for long-term human habitation and occupancy by a resident family (20.97.346 Ord.87-12, 1987; ord.87-11,1987)

A RESIDENT means one who lives and usually works in the vicinity; not a VISITOR or TRANSIENT (20.97.347 ord.87-12,1987,Ord.87-11,1987).

I would like Gary Davis and Royce Buckingham to explain to me and to the Council how these current legal County codes permit transient rentals? Would the Council create new laws, based presentation of erroneous information?

Mr. Gary Davis goes on to outline a list of options for vacation rental regulations; basically pointing out the needed mitigation issues, such as noise, signage, parking... I am concerned that he fails to mention such things as septic limits and in my neighborhood, the protection of Lake Whatcom and the Shoreline Protection Act.

Therefore I am very concerned, and I think many Whatcom County Environmental groups such as Lake Whatcom Watch, and Lake Whatcom Management Program and the Bellingham City Council would also be concerned at this omission. I encourage you to look at Gary Davis' Memorandum Option: 3. That VRBO's would be permitted in specified locations, with performance standards. (same as 2 but permitted only in CERTAIN ZONES OR GEOGRAPHIC AREAS).

Aside from Lake Whatcom water quality concerns, we have a 10ft. setback from our neighbors; so the density in our neighborhood is not appropriate for living next to a VRBO. I recommend you consider allowing these commercial enterprises on no less than 2- 5 acre parcels. We as property owners have rights as well, to peaceful evenings, without constant hotel/ transient activities, 10 ft. from our SINGLE FAMILY RESIDENCE.

Thank you for your time on this important subject.
Sally Harper
3066 North Shore Road
Bellingham, WA 98226
-----Original Message-----
From: LARS HARRISON [mailto:larsharrison@gmail.com]
Sent: Monday, October 27, 2014 12:10 PM
To: PDS_Planning_Commission
Cc: ccmail@cob.org
Subject: Vacation Rental Rules

Dear Bellingham City Council Members, and the Bellingham community at large,

I am the owner of a vacation rental at the very southern end of Lake Whatcom. As the council debates the regulations surrounding such rentals, I wanted to share my thoughts about the business of renting a home for short-term rentals.

To begin with, the decision to rent a home as a vacation rental is not an easy one. Although I have a necessity to rent my home as I am away from Bellingham for several years, renting my home to a single family proved to be very difficult at a fair rental rate (due to the distance from town). Thus, I was forced to take out a $30,000 loan to furnish my "second" home, an investment that will take years to pay off. This money was primarily spent in the city of Bellingham for furniture, bedding and several new appliances - as well as upgrades to my water and septic systems. On the bright side of having a vacation rental, I am able to introduce the lake to my 9 year old daughter and keep my Bellingham friend and neighbor connections by visiting in the "off-season".

One important consideration is the existing contracts that many vacation rental owners have signed - some as far as two years in advance (the summers on the lake are in high demand - despite the fact that very few of my renters have brought their own boats, perhaps 10%. Most are happy to enjoy the kayaks I do provide).

Regarding greater pollution to the lake, or environmental concerns regarding septic systems, I have no doubt in my mind that vacation rentals such as mine are any worse than a traditionally occupied home. Just like any other home owner on the lake, I have my septic system inspected and, as mentioned above, I find no "added pollution" from watercraft, given the minimal boat usage. In fact, due to the seasonal nature of the vacation rental business in Bellingham, the overall usage of my home is much less than what a single family living year round would be.

Safety issues, parking, and noise complaints should be the primary area of focus for the council.......and areas that can be addressed and implemented quickly. Most communities have not found the need for additional fire safety measures aside from those required of long-term rental homes. Of course, vacation rental parking should not put an undo strain on neighborhoods or the community at large. As for noise complaints, I have never had a neighbor complain.......in fact, the opposite has occurred.....with neighbors often being invited to BBQs, etc. In the case of a true noise complaints, there are already rules which can be enforced.

In summary, I have had a positive experience in renting my home as a vacation rental. The additional income I have generated (really just breaking even as opposed to a loss-making traditional rental) has allowed me to slowly improve my home and to forestall a forced sale. Each year, my home generates an additional $7,000 in taxes for the Bellingham community - above the $13,000 which I pay in real estate taxes.

If the city council deems it necessary to place additional regulatory burdens on vacation rental owners, above that which is done for traditional rentals, it would be extremely valuable to phase these changes in slowly. Given the significant investment required, and the existing contracts signed, any "significant" vacation rental policies should be implemented over a several year timeframe. Safety issues should be the exception, but should also not be onerous just to appease the lodging industry.

Thank you for taking the time to address these issues. Although I am not able to make any of the upcoming city council meetings at this time, I am available anytime for further discussion via email or phone.
All the best,
Lars Harrison
larsharrison@gmail.com
303-330-8738
December 18, 2014

Whatcom County Planning Commission
5280 Northwest Drive
Bellingham, WA 98226

Dear Planning Commissioners:

RE: Public Hearing on January 8, 2014 for Vacation Rental Amendments

I would like to comment on the proposal to allow vacation rentals in all zoning districts for the upcoming public hearing on January 8, 2014. I hope this hearing will provide some much needed clarity on these concerns.

1. Accessory Dwelling Units – Ordinance 1994-002 was intended for add affordable housing not expensive tourist transient rentals. Originally any ADU was conditional use for affordable housing in the community. Lake Whatcom was excluded from the provisions for accessory dwelling units. The ordinance was updated to clarify language in 2009 and changed the permit to be an administrative approval. From the 1994 Ordinance:

8. Properties within the Lake Whatcom Watershed should be excluded from the provisions of this ordinance due to documented and ongoing concerns for Lake Whatcom water quality.

CONCLUSIONS

It is clear that there is a need for more affordable housing in Whatcom County. Approval of this request for text amendments allowing detached accessory dwelling units will contribute to availability of that housing. While the potential would exist, with approval of this request, for very large numbers of detached accessory units, in reality, multiple constraints will act to appreciably limit that number; and the Conditional Use permit process itself will provide additional controls.

As stated in Ordinance 1994-002, accessory dwelling units aren’t allowed in the Lake Whatcom Watershed. The provisions of the proposed vacation rental amendments to live either in the home or the ADU on the owner’s property does not apply to the Lake Whatcom Reservoir.

I have a friend with a permitted ADU in Ferndale that provides income for their family and housing for their tenant who lives and works in the area. Because the unit is smaller it is affordable. How do expensive nightly rentals meet the original goals of this 1994 ordinance?

Accessory Use

2. The definition from Title 20 of accessory use is: “Accessory use means a use customarily incidental to a permitted use.”
Homes that are not owner occupied or not the primary residence of the owner don’t fit the definition of “accessory”. Council Member Sam Crawford also expressed this opinion when the Council considered regulation options on September 16, 2014:

“It’s probably, by my review of the county, it’s not an accessory use, let’s face it, they rent out the whole house. They live there sometimes but when they are renting out, usually the owner is absentee”. (Audio file September 16, 2014)

Maybe some commissioners are now wondering why they should care if vacation rentals meet the definition of accessory. Maybe some are thinking any business activity is still good for the community. One of the commissioners at the work session on December 11, 2014 had the answer to those questions; “We are a nation of laws”.

The American Planning Association has outlined uses that are customarily incidental and I am attaching that document for your review. My letter of December 3, 2014 also provides details from that report.

Now PDS staff is recommending that homes used for vacation rentals or any short-term rentals for less than one month be recognized as an accessory use to residential zoning. Amendments such as the ones being proposed may not change the intent and purpose of the underlying zoning. We find these definitions in Title 20, sections 97.346 and 97.347 would limit what can be accessory to very minor uses only:

20.97.346 Residential unit.
“Residential unit” means a family dwelling unit intended for long-term human habitation and occupancy by a resident family. (Ord. 87-12, 1987; Ord. 87-11, 1987).
20.97.347 Resident.
“Resident” means one who lives and usually works in the vicinity: not a visitor or transient. (Ord. 87-12, 1987; Ord. 87-11, 1987).

These Title 20 definitions for Residential units clearly intend the use for long-term habitation. Transient lodging uses could be modeled after the Bed and Breakfast ordinance passed in 2009, which states the home must be the primary residence of the owner and owner occupied.

**Transient Occupancy Tax**

3. Payment of Title 3 Transient Occupancy Tax has been required since 1978 – ordinance dated 10-16-1978 is attached.

Since Whatcom County has not distinguished between rentals for a month or more and less than one month licensed lodging for transient guests, they have not had the means to collect the tax as mandated by the Collection by Seller provision 3.36.040.
Presumably, this decision has cost the county a great deal of lost revenue over the years.

3.36.040 Collection by seller
The tax is required to be collected by any seller. "Seller" is defined by RCW 82.08.010 (2) as every person making sales at retail or retail sales to a buyer or consumer, whether as agent, broker, or principal. (Ord. dated 10/16/78 § 4; prior code § 4.14.002).

If this proposal becomes law as written, the payment of TOT, Transient Occupancy Tax, will still be voluntary since no local business license is required by this proposal. It would just be another complaint driven system to collect the tax.

Enforcement

4. From the Planning work session audio minutes, one commissioner said, "If it's not in the code, it's prohibited. Why didn't you shut these down like you did with the weddings?" The response from PDS staff was that, "The use is a residence and what goes on inside a house or who occupies the house for how long is not something we typically regulate." (Planning Commission Audio File Dated December 11, 2014)

I am attaching a letter to Executive Louws about enforcement and regulation issues. Many of the homeowners who have asked for help from PDS about the legal status of vacation rentals have received at least three different opinions from staff and legal counsel. This letter outlines existing problems very clearly and provides information on what the issues have been.

From this attached letter, Royce Buckingham at the Prosecutor's office, stated: *It is not recommended the county involve itself in regulating how and/or how long a person can rent their home. Such regulations would be onerous for owners and nearly impossible to police. On the other hand, when rentals cross over into primarily business ventures and operate inconsistent with the purpose and rules of the applicable zoning, such rentals may merit regulation.*

I would like to comment on this statement. Because our county chose the optional privilege to collect this tax in 1978, as allowed by state law, the decision was to involve themselves in regulating how and/or how long a person can rent their home at that time. Tax collection is required by the Transient Occupancy Tax Chapter 3.36 Title 3 and has been mandated since 1978. A rental greater than one month is excluded from the tax.
3.36.010 Levied – Rate
Pursuant to the authority of RCW 67.28.180, there is levied for collection, a special excise tax of two percent on the sale of or charge made for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property, in Whatcom County. (Ord. dated 10/16/78 § 1; prior code § 4.14.001).

3.36.020 Exclusion of one-month occupancies
For the purposes of this tax, it shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or to enjoy the same. (Ord. dated 10/16/78 § 2; prior code § 4.14.002).

36.040 Collection by seller
The tax is required to be collected by any seller. “Seller” is defined by RCW 82.08.010 (2) as every person making sales at retail or retail sales to a buyer or consumer, whether as agent, broker, or principal. (Ord. dated 10/16/78 § 4; prior code § 4.14.002).

A rental is for one month or more for the use of a residence by someone who usually lives and works in the area while a license is issued to use or enjoy real property for less than one month.

No Taxes Due Options

I am assuming that the violations of this transient occupancy tax code by Whatcom County vacation rental owners need to be addressed. However, the County could choose to not collect the tax since they now are saying vacation rentals are just a residential use. They could just add an exclusion from the tax for vacation rentals for being just a residential use and not a business use. This would be in conflict with the State rules.

Lake Whatcom Reservoir

Most communities put fences around their reservoirs. Our water collection system is compromised already. This proposal will cost us all more tax dollars for cleaning up the lake as mandated by the Department of Ecology with more boats and more people using the lake.

Protections for Lake Whatcom are not addressed by this proposal to allow vacation rentals in every residential zoning district. It’s not unreasonable to predict that, as more vacation rentals arise, we will eventually return to the days of resorts all around the Lake Whatcom reservoir. For example, Strawberry Point was once a small resort. There is little question that this will have a negative impact on the suitability of the Lake Whatcom reservoir as the source of drinking water for 100,000 Whatcom County residents. I hope your consideration of this proposal will address those issues for shoreline protections and should include the City of Bellingham Council. This is the drinking water of both city and county residents. Beginning next year we all will be paying taxes for removing phosphorus from the lake. Along North Shore Road, there are already concentrations of vacation rentals in a small area essentially creating small scale recreational and tourist uses. I am
attaching some examples of small scale recreational and tourist uses outlined by the Washington State Department of Community Trade and Economic Development.

A Legal Matter:

Amendments are not allowed to change the intent and purpose of the zoning

Whatcom County has added amendments to Title 20 at least 6 times to add transient accommodations to residential areas.

Every zoning amendment ordinance I have read has always said they are not changing the intent and purpose of the zoning by adding an amendment. I am asking our county commissioners to consider the consequences of approving this proposal to allow vacation rentals in every residential neighborhood. Radical changes to the intent and purpose of the zoning district have consequences. There will be no zoning in Whatcom County that will exclude tourists on vacation in your neighbor's house and yard if this proposal is approved. I don't think zoning was ever intended to create tourist zones everywhere.

I hope as you review this proposal and listen to the public, a resolution to the conflicts in neighborhoods that can arise from illegal residential businesses is better understood and you'll be able to help resolve it.

In conclusion, I do not support this proposal to add vacation rentals as an accessory use to residential homes. It ignores existing laws. Non-owner occupied homes or homes that are not the primary residence of the owner simply do not qualify as accessory to residential.

"... when rentals cross over into primarily business ventures and operate inconsistent with the purpose and rules of the applicable zoning, such rentals may merit regulation". – Whatcom County prosecuting attorney for PDS, Royce Buckingham

This amendment proposal does not address primary business ventures.

Sincerely,

Tani Sutley
3006 North Shore Road
Bellingham, WA 98226
Small-Scale Recreational or Tourist Uses are not Just Mini-MPRs

Small-scale recreational or tourist uses generally will involve a more limited investment and a smaller scale of development on an individual parcel. They are not intended to be mini-MPRs, but will more likely focus on offering one or several activities rather than a broad range of activities or services. They may be a “Ma & Pa” type operation, but they still must provide access to a high-quality recreational opportunity to be successful. They can include commercial but not permanent residential uses. Washington has numerous examples of rural-based, small-scale recreational or tourist uses. The Washington State Department of Community Trade & Economic Development offers some examples of such uses.

Examples of the intensification of development on lots containing small-scale recreational or tourist uses that depend on a rural location and setting might include:

- Adding a restaurant to an herb farm and nursery;
- Building a club house for a golf course, but no residences (arguably may not be dependent on a rural setting);
- Operating a bed and breakfast in a farmhouse; or
- Converting a barn into an antique shop.

Examples of new development of small-scale recreational or tourist uses that depend on a rural location and setting might include:

- River rafting is a small-scale recreational business that may be appropriate in rural areas;
- Overnight camping facilities;
- Overnight accommodations (in addition to campgrounds) that are rural in scale, such as cabins and cottages;
- River access and associated activities, such as swimming, boating, windsurfing, fishing, and picnicking;
- Guided river rafting;
- Cross-country ski rentals in nearby foothills; and

Source: Master Planned Resorts “Washington Style” – Municipal Research and Services Center of Washington dated May 2003
March 18, 2014

To: Jack Louws
From: Royce Buckingham, Attorney for Whatcom County
Re: Short-term rentals by owners.

Executive Louws,

Through citizen complaints, it has come to the attention of Planning and Development Services (PDS) that the proliferation of short-term (fewer than 30 days) vacation rentals by owners has created situations that are not adequately addressed in the Whatcom County Zoning Ordinance, Title 20. This development does not appear to be the fault of the law or staff or even the owners renting their homes, but instead has been created/spurred by the ease of access to short-term customers afforded by the internet through such sites as Vacation Rental By Owner (VRBO).

This memo is meant to identify the issues surrounding these vacation rentals and to present a staff recommendation regarding what can be done at a planning level.¹

On March 3, 2014, PDS held a meeting which included seven staff—the PDS director, the current planning division manager, the natural resources supervisor, two shoreline administrators, a code enforcement officer, and the department’s attorney to discuss complaints about short term rentals on Lake
Whatcom in the (Rural) zone. These complaints involve neighbors identifying homes they allege to be advertised as short-term vacation rentals. The core concerns are noise, traffic (human and vehicular), and unpermitted commercial activity on the lake.

It appears that the complaints involve predominantly sites that fit the following criteria:
- Single Family Residences.
- Rentals.
- Non-owner occupied.
- Primarily commercial use.
- Transient tenants (less than 30 days).

There are numerous rentals in Whatcom County, and many renters are legitimate long-term residents of single family residences (SFR) in zones that allow SFR’s (such as the Rural zone). Because private rental situations/contracts/durations vary widely, the lines can become blurred between rental residents and transient tenants. It is not recommended the County involve itself in regulating how and/or how long a person can rent their home. Such regulations would be onerous for owners and nearly impossible to police. On the other hand, when rentals cross over into primarily business ventures and operate inconsistent with the purpose and rules of the applicable zoning, such rentals may merit regulation.

Existing Whatcom County Codes (WCC’s) regulate some of the situations identified by the complaining citizens. Rental situations currently regulated by the zoning code Title 20 include:
- Duplexes
- Accessory apartments (and detached Accessory Dwelling Units - ADU)
- Bed and breakfast establishments (2 room)
- Bed and breakfast inns (3-5 room)
- Hotels (6+ room)
- Rooming houses

Each of the above rental situations has its own enforceable rules. However, none of them perfectly fit the short-term rent-by-owner situation. The closest fit in the code is “rooming house” which is defined in WCC 20.97.355 as:

> Any dwelling in which, for compensation, three or more persons, either individually or as families, are housed or lodged, with or without meals. A

\[^1\] Some of the complaints are outside of the purview and/or authority of PDS. Individual incidents of noise, alcohol consumption, and large parties are not necessarily planning issues. Complainants may wish to pursue private nuisance actions against rental owners, or request police response for unruly tenants.
boarding house, lodging house, tourist home or a furnished room house shall be deemed rooming houses. A rooming house with six or more sleeping units, occupied by transients, shall be deemed a hotel.

“Rooming house” has the following criteria:
- Single Family Residence.
- Rental (for 3 or more).
- Not owner occupied.
- Primarily commercial use.
- 6 or more sleeping units and transient tenants turns a rooming house into a hotel.

The definition of “rooming house” is similar to the rental situations about which citizens are complaining. However, this definition does not distinguish between long-term tenancies (which everyone agrees are not regulated by zoning) and short-term/transient tenancies (which may merit regulation), unless the house has 6 or more sleeping units. The modern rent-by-owner situation is often less than 6 sleeping units, yet still may merit regulation.

Thus, PDS’s recommendation is that the “rooming house” definition be updated to recognize that short-term (transient) rentals smaller than 6 sleeping units may be regulated in some manner in appropriate zones. The manner/method of regulation is to be determined by the legislature.

One example of a method for distinguishing between certain rentals is the way in which Bed and Breakfast “Establishments” and “Inns” are distinguished. “Establishments” are accessory use rentals of two or fewer bedrooms—minimally intrusive and minimally regulated. “Inns” are conditional use rentals of three to five bedrooms—more intrusive and regulated to a greater degree. This distinction allows for escalating regulation as the commercial use and potential impact upon neighbors escalates.

Again, the rise of unregulated short-term vacation rentals by owners is a modern phenomenon, and the citizens complaining about it have some reasonable concerns. Some regulation may be merited, and PDS recommends proposing a change to the “rooming house” definition to facilitate a legislative decision regarding escalating regulation. PDS also proposes that the “rooming house” definition be reviewed for inclusion in, or exclusion from, various zones, as appropriate. These proposals would be vetted through the legislative process to give everyone an opportunity to comment.

Thank you for your attention to this matter,

[Signature]

Royce Buckingham
Attorney for Whatcom County PDS
WHATCOM COUNTY ZONING CODE

TITLE 20

RELATED SECTIONS

20.97.003 Accessory apartment.
"Accessory apartment" means a separate complete residential unit designed for occupancy by a family. It is substantially contained within the contiguous structure or attached garage of a single-family residence and there is internal access between the units; provided, however, that a detached garage whose foundation is 10 feet or less from the single-family residence is permitted as an accessory apartment. For structures further than 10 feet apart, a covered or enclosed breezeway does not constitute an approved access. (Ord. 2010-016 § 1 (Exh. A), 2010; Ord. 94-002, 1994; Ord. 87-12, 1987; Ord. 87-11, 1987).

20.97.027 Bed and breakfast establishment.
"Bed and breakfast establishment" means a privately owned dwelling that is the primary residence(s) of the owners in which, for compensation, one to two rooms are used to house or lodge individuals or families for periods of less than one month as transient visitors with limited food service. The use of the dwelling unit for the bed and breakfast shall be clearly incidental and subordinate to its use for residential purposes and the purpose of the applicable zoning district. (Ord. 2009-033 § 1 (Att. A), 2009; Ord. 87-12, 1987; Ord. 87-11, 1987).

20.97.028 Bed and breakfast inn.
"Bed and breakfast inn" means a privately owned dwelling that is the primary residence(s) of the owners in which, for compensation, three to five rooms are used to house or lodge individuals or families for periods of less than one month as transient visitors with limited food service. The use of the dwelling unit for the bed and breakfast shall be clearly incidental and subordinate to its use for residential purposes and the purpose of the applicable zoning district. (Ord. 2009-033 § 1 (Att. A), 2009; Ord. 87-12, 1987; Ord. 87-11, 1987).

20.97.087 Cooking facility.
"Cooking facility" means a room or portion thereof designated and/or customarily used as a place for the preparation, sanitation and cooking of food. A second cooking facility will be allowed within a permitted single-family residence if a covenant or agreement document is signed, notarized, and recorded with the Whatcom County auditor acknowledging that the second cooking facility is permitted only as part of the single-family residence. The county may draft the covenant or agreement upon whatever terms the county in its discretion deems proper. (Ord. 2010-016 § 1 (Exh. A), 2010; Ord. 2005-079 § 1, 2005).
20.97.104 Duplex.*
"Duplex" means a single building designed for occupancy by two families living independently of each other in separate dwelling units on one lot of record. Each dwelling unit is required to have a separate outside entrance. (Ord. 2001-024 § 1, 2001).

20.97.185 Hotel.
"Hotel" means any building containing six or more rooms intended or designed to be used, rented or hired out, or to be occupied for sleeping purposes only by transients.

20.97.355 Rooming house.
"Rooming house" means any dwelling in which, for compensation, three or more persons, either individually or as families, are housed or lodged, with or without meals. A boarding house, lodging house, tourist home or a furnished room house shall be deemed rooming houses. A rooming house with six or more sleeping units, occupied by transients, shall be deemed a hotel.

Uses in the Whatcom County Zoning Ordinance
Specific uses are permitted throughout different zone districts under the Whatcom County Code, Title 20. These uses are primarily divided into five specific categories: Permitted Uses, Accessory Uses, Administrative Approval, Conditional Use Permits, and Prohibited Uses.

Permitted Uses are those uses allowed on a site as a matter of right in conformance to applicable zoning, building and health codes, and not subject to special review or conditions under this ordinance beyond those specifically set forth in zoning district regulations.

Accessory Uses are those uses customarily incidental to a permitted use; provided, that such use shall be located on the same lot as the permitted use except where specifically permitted elsewhere in zoning district regulations.

Administrative Uses are uses permitted only after public review and approved administratively by staff in Planning and Development Services. Conditions may be attached to the permit by the administrator.

Conditional Uses are uses permitted only after public review and approved by the hearing examiner and to which conditions may be attached by the hearing examiner.

Prohibited Uses are those uses not allowed to be constructed or developed; provided, that existing uses may be continued as provided in Chapter 20.83 WCC.

Uses in the Rural Zone
Related Sections

20.36.050 Permitted uses:
Subject to the provisions of Chapter 20.38 WCC, Agriculture Protection Overlay Zone, unless otherwise provided herein, permitted, accessory and conditional uses shall be administered pursuant to the applicable provisions of Chapter 20.80 WCC (Supplementary Requirements) and Chapter 20.84 WCC (Variances, Conditional Uses and Appeals).

051 One single-family detached dwelling per lot.

20.36.100 Accessory Uses:

.103 Other accessory uses incidental to the primary permitted uses.


20.36.130 Administrative Approval Uses:

The following uses are permitted subject to administrative approval pursuant to WCC 20.84.235.

.132 Accessory apartments or detached accessory dwelling units to single-family dwellings; provided, that all of the following requirements are met:

(1) In addition to an existing or permitted dwelling, there shall be no more than one accessory apartment or detached accessory dwelling unit per lot;

(2) The owner(s) of the single-family lot upon which the accessory apartment or detached accessory dwelling unit is located shall occupy as their primary domicile at least one of the dwelling units on that lot;

(3) Proof that adequate provisions have been made for potable water, wastewater disposal, and stormwater runoff for the additional dwelling unit must be obtained prior to application for a building permit;

(4) There shall be only one front entrance to the house visible from the front yard and street for houses with accessory apartments and only one additional entrance visible from the front yard for detached accessory dwelling units;

(5) Accessory apartments and detached accessory units shall be clearly a subordinate part of an existing residence;

(6) In no case shall an accessory apartment or detached dwelling unit be larger than 1,248 square feet in floor area;

(7) Long plats and short plats which are granted after January 25, 1994, shall be marked, specifically designating lots allowed to be developed with accessory apartments or detached accessory dwelling units at the option of the developer for future individual owners. Accessory apartments and detached accessory dwelling units shall be prohibited on:

(a) All lots in long plats which received preliminary plat approval after January 25, 1994, unless those lots have been specifically marked for such use through the long plat process;

(b) All lots within short plats which received approval after January 25, 1994, unless those lots have been specifically marked for such use through the short plat process;

(c) All reserve tracts within long plats and short plats created by the cluster subdivision method;
(8) A common driveway serving both the existing unit and any accessory unit shall be used to the greatest extent possible;
(9) A deed restriction is recorded with the Whatcom County auditor prior to building permit issuance, stating:
(a) Detached accessory dwelling units and associated land cannot be financed or sold separately from the original dwelling, except in the event the zoning permits such a land division; and
(b) One of the dwellings must be the primary domicile of the owner;
(10) Outside of an urban growth area, the minimum lot size for detached accessory units shall be on a lot of record no less than 4.5 acres, unless the parcel is large enough to accommodate two dwelling units consistent with the underlying zoning density;
(11) Accessory apartments and detached accessory dwelling units to single-family dwellings are allowed within the Lake Whatcom watershed, only under the following circumstances:
(a) Development of the parcel with the primary residence and accessory apartment or detached accessory dwelling shall conform to the density of the zoning district in which it is located. Adjacent properties in the same ownership may be bound by covenant to comply with the underlying zoning density; and
(b) All of the above approval requirements shall be met for so long as the accessory unit remains;
(12) Detached accessory dwelling units shall be located so as to minimize visual impact to the public right-of-way and to adjacent properties. Location in immediate proximity to the primary residence is preferred. Location closer to property lines than to the primary residence may be considered by the administrator when such location serves the goal of reducing overall visual impact to public right-of-way and adjacent properties, and such location still meets the setback requirements as stated in Chapter 20.80 WCC. To minimize environmental and visual impact the applicant may be required to provide fencing and/or planting to screen the unit from public right-of-way and adjacent properties;

.135 Cottage industries employing no more than two on-site people other than family members residing on the premises; provided, that in addition to the criteria found in WCC 20.84.220 and 20.97.089:
(1) The zoning administrator, at his or her discretion, may place limitations on the square footage in an existing or new structure used for a cottage industry and construction of new buildings to house said activity shall not, in any case, exceed 2,500 square feet of total floor area. The total land area used for buildings and outside storage or other uses related to the cottage industry shall not exceed 10,000 square feet or 25 percent of the site, whichever is less.
(2) The parcel size shall not be less than one acre.
(3) In the event materials will be stored outdoors, the zoning administrator shall require adequate landscaping, screening, or other devices in order that the material will not be visible by surrounding uses or roads.
(4) One nonilluminated sign, not to exceed eight square feet in size, mounted on the property, is permitted. A larger sign up to 32 square feet may be approved by the hearing examiner as a conditional use.
(5) Seasonal employees working less than 21 days per year will not be counted as employees if they are engaged in work directly related to agriculture or forestry.

20.36.150 Conditional Uses:
Items indicated by an "*" are not allowed outside rural communities and short-term planning areas unless the applicant can demonstrate that there is a need to locate outside those areas in order to comply with
legal requirements or standards; or that the proposed location is the most efficient place for the proposed use with respect to providing needed services to the public.

.161 Cottage industries employing no more than four people on site, other than family members residing on the premises, conducted in a structure(s) other than the dwelling unit; provided, that in addition to the criteria found in WCC 20.84.220 and 20.97.089:

1) The hearing examiner, at his discretion, may place limitations on the square footage used in an existing or new structure used for a cottage industry and construction of new buildings to house said activity shall not, in any case, exceed 2,500 square feet of total floor area. The total land area used for buildings and outside storage or uses related to the cottage industry shall not exceed one acre or 25 percent of the site, whichever is less.

2) In the event materials will be stored outdoors, the hearing examiner shall require adequate landscaping, screening or other devices in order that the material will not be visible by surrounding uses or roads.

3) One nonilluminated freestanding sign, visible from the road, and not exceeding six feet in height, may be permitted. One additional nonilluminated sign may be attached to the building for a maximum total signage of 16 square feet. No portion of any sign shall extend above the lowest portion of the roof.

4) In the R-10A zone, where the cottage industry involves production or processing of forestry or agricultural related products on parcels larger than 10 acres, the maximum number of employees outside the family may be increased at the rate of one additional employee for each additional 10 acres to a maximum of 10 employees outside the family. In the event that the property is reduced in size below the acreage used to qualify for additional employees under this section, the number of employees shall be proportionately reduced.

5) Seasonal employees working less than 21 days per year will not be counted as employees if they are engaged in work directly related to agriculture or forestry.

.170 Bed and breakfast inns.

.176 Rental cabins, together with associated meeting facilities and other customary accessory uses, including but not limited to cooking and dining facilities, retail sales of meeting supplies and gifts, swim pools and exercise rooms in the Foothills Subarea, provided the following standards are met:

1) Density shall not exceed five sleeping units per five gross acres.

2) Legally established resorts or rental cabins existing as of the date of the adoption of the ordinance codified in this section which meet the criteria in subsection (1) of this section shall be permitted outright. However, expansions shall only be allowed by conditional use and shall be bound by the density standards above; and

3) Each cabin shall have a maximum of three sleeping units.

20.36.200 Prohibited uses.

.201 All other uses.

Shoreline Management Program
Related Code Sections

23.30.074 Rural shoreline area – Permitted uses.
The following uses may be permitted subject to the applicable policies and regulations of this program:
A. Residential.
B. Water-oriented commercial.
C. Water-oriented industrial and/or port development.
D. Water-oriented recreation.
E. Agricultural and forest practices. (Ord. 2009-13 § 1 (Exh. 1)).

23.60.010 Substantial development permit criteria.
A. A substantial development permit shall be required for all proposed use and development of shorelines unless the proposal is specifically exempt pursuant to WCC 23.60.022.

Whatcom County Code, Title 23 – Shoreline Management Program (SMP)
This section needs to be cleaned up. I didn’t get a chance to get to it.

21.110.030 - definitions
6. “Commercial development” means those developments whose primary use is for retail, service or other commercial business activities. Included in this definition are developments such as hotels, motels, bed and breakfast establishments, shops, restaurants, banks, professional offices, grocery stores, laundromats, recreational vehicle parks, commercial rental campgrounds and cabins, whether public or private, and indoor or intensive outdoor commercial recreation facilities. Not included are private camping clubs, marinas, signs, utilities and other development.

23.110.230 - definitions.
3. “Water-dependent use” means a use or portion of a use that requires direct contact with the water and cannot exist at a nonwater location due to the intrinsic nature of its operations.

4. “Water-enjoyment use” means a recreational use, or other use facilitating public access to the shoreline as the primary character of the use; or a use that provides for recreational use or aesthetic enjoyment of the shoreline for a substantial number of people as a general character of the use and that through the
location, design and operation assure the public’s ability to enjoy the physical and aesthetic qualities of the shoreline. In order to qualify as a water-enjoyment use, the use must be open to the general public and the water-oriented space within the project must be devoted to the specific aspects of the use that fosters shoreline enjoyment.

5. “Water-oriented use” means any one or a combination of water-dependent, water-related or water-enjoyment uses and serves as an all-encompassing definition, together with single-family residences, for priority uses under the Act.

7. “Water-related use” means a use or portion of a use that is not intrinsically dependent on a waterfront location but depends upon a waterfront location for economic viability. These uses have a functional relationship to the water, or the use provides a necessary support service for a water-dependent use and physical separation is not feasible.
Treatment of Accessory Uses in Land-Based Classification Standards

by

Sanjay Jeer, AICP

November, 1997
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Introduction

The notion of a stand-alone use—one use on one lot—that we are familiar with today is in fact a very recent phenomenon. Historically, multiple uses always shared a lot and sometimes the same roof. Many classes of land uses that we now set apart mingled together. Some have always coexisted with others on the same lot or structure. Dating back to colonial times and perhaps even medieval times, we know that many a occupation was based at home—craftsmen, doctors, and lawyers plied their trade right from their dwellings. Using one’s home for economic enterprises was customary. It was not until the nineteenth century that factories and mass employment centers inculated the now deeply rooted social and, subsequently, legal need to separate such activities from residential areas.

Over the years, as zoning became an acceptable means of managing nuisance concerns, communities excluded some occupations from residential areas when they were found to create substantial problems for other uses (usually, the principal residential uses nearby). Oftentimes, they also excluded residential and recreational activities from predominantly commercial or industrial areas to keep incompatible uses from mixing. Now, at the end of the twentieth century, we see a desire to mix such uses again for social and economic reasons that have lead to a reevaluation of the “negative” effects of some uses. Residential uses in nonresidential areas are not only common, for example, but actively encouraged. Providing recreational facilities (both active and passive) in what is purely a business center or allowing nonresidential activity (e.g. telecommuting and the pursuit of home occupations different than the traditional home occupations like a law office, medical office, or artist studio) in residential uses have also become more commonplace. In certain situations, in fact, these changes have increased the value of the principal use.

This paper proposes a new means to classify land uses in this changing land-use dynamic. It offers a scheme to classify multiple uses sharing sites, facilities, and structures by employing common practices of land-based data collection, classification, and tabulation. Planners have traditionally treated one use as primary and the rest as accessory when uses shared the same lot, structure, or some physical unit that is smaller than the classification unit (e.g., parcel, building, or a floor of a building). Because the reasons for identifying accessory uses vary widely depending on local applications and circumstances, this paper will also examine the following:

- applications that deal with accessory uses
- the way those applications treat accessory uses in classifying and coding land uses
- the ways that LBCS can standardize this process

What is an Accessory Use?

In planning and zoning, we normally define accessory uses as those activities and land uses incidental to a primary use. They function as secondary or subordinate to a primary or major use and are identified as such in plans, maps, and zoning ordinances. The classic example of an
accessory use is a parking facility serving an office building on the same site. Terms like "auxiliary," "ancillary," "adjunct," "subsidiary," and "supplementary" are also used to define accessory uses.

Examples of Accessory Uses

- Parking garages or structures with an office building
- Valet services, office supplies store, or restaurants in an office building
- An administration or office building on a site with a manufacturing plant
- Home occupations in residential areas

The purpose of defining or identifying accessory uses varies by application. For land-use planning applications, defining an accessory use leads to greater accuracy in land-use designations. In zoning, identifying accessory uses allows communities to selectively permit (or to prohibit) uses associated with the principal use of the land.

Descriptions of accessory uses are typically quite exact. Zoning ordinances list them usually with the primary uses. For example, accessory uses in residential areas list the exact businesses, home occupations, trades, size of facilities, employees allowed, etc. Seeing all sorts of nonresidential uses listed under residential uses in an accessory uses list is common. In other words, a variety of land uses that would, in other circumstances, be described as commercial, industrial, and others may appear under the broad residential category.

Accessory Uses in Plans and Data Collection

The amount of land currently consumed by all activities appears unchanged from a planner’s perspective, yet the mix and spatial distribution of that land has, in fact, changed markedly from the past. Seemingly unrelated uses and activities coexist and the traditional “one lot/one use” assumption obscures the quantities and relationships between different land uses. In many land-use inventories, therefore, designating only one land-use code to a lot is insufficient. It does not always capture all the characteristics of the use of land that planners need.

Planners have traditionally overcome this limitation by creating special land-use categories for accessory uses and mixed uses to satisfy specific regulatory or programmatic requirements. Creating separate identities for the primary use and the accessory use is not as critical for planning applications (e.g., maps, land-use inventories, etc.) as it is for zoning. Many local land-use inventories seldom tabulate accessory uses unless the community has a special interest or concern (e.g., guest rooms for rent in a tourist community, home occupations that may alter the character of the area, etc.).

Land-use inventories typically assign special codes to accessory uses. The special codes are usually one or two digits that may denote common accessory uses like parking, storage, office buildings, research and development facilities, etc. Classification schemes seldom define when such uses need separate codes for primary and accessory uses. Frequently, planners pick one code for the predominant accessory use and place all other accessory uses, even if different in
nature, in that category. For example, in a building that is primarily an office use, they code the accessory uses (restaurants, parking, valet, etc.) as retail under accessory. Yet when collecting data for residential uses, planners rarely identify the specific category of home occupation (commercial, office, etc.) unless there is a particular need.

**Accessory Uses in SLUCM**

The 1965 SLUCM (Urban Renewal Administration 1965) proposed one-digit auxiliary codes for "land-use activities that are generally found separated from, but are functionally and organizationally linked to other activities." The term "auxiliary" is used in the same sense as "accessory" and appears to have its roots in the Standard Industrial Classification's "auxiliary industries" concept. SLUCM shows the following examples of auxiliary activities:

<table>
<thead>
<tr>
<th>Code</th>
<th>Auxiliary Categories</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Not an auxiliary</td>
</tr>
<tr>
<td>1</td>
<td>Central or administrative office</td>
</tr>
<tr>
<td>2</td>
<td>Sales office</td>
</tr>
<tr>
<td>3</td>
<td>Research and development</td>
</tr>
<tr>
<td>4</td>
<td>Warehousing and storage</td>
</tr>
<tr>
<td>5</td>
<td>Automobile parking (more than 5000 ft² or 17 parking spaces)</td>
</tr>
<tr>
<td>6</td>
<td>Motor vehicle garage (storage and maintenance of vehicles)</td>
</tr>
<tr>
<td>7</td>
<td>Steam and power plants</td>
</tr>
<tr>
<td>8-9</td>
<td>Open Codes</td>
</tr>
</tbody>
</table>

- a warehouse operated by a retail establishment used for storage needs of the retail use and not for public storage
- a parking area operated by a manufacturing concern for use by its own employees and not for public parking
- an office performing management functions as part of a mining concern that has mines in several states

SLUCM proposed using one-digit codes—1 through 7—for "significant auxiliary functions" that correspond to the list of uses provided in the manual. It also suggested using codes 8 and 9 to distinguish additional types of uses of interest to local planning agencies. But, generally, most uses default to a "0" code to show no auxiliary uses.

The recommended coding scheme in the manual suggests that all land-use codes employ the four-digit basic activity code followed by an auxiliary code. For example, pharmaceutical preparations manufacturing (whose basic activity code is 2834) with a research and development accessory use (whose auxiliary code is 3) should use the combined activity code 2834-3. Similarly, a retail grocery store (5410) with parking as an accessory use (5) takes the combined activity code 5410-5. The hyphenated coding schema is SLUCM's method of dealing with other data such as:

- ownership characteristics (public, private, etc.),
- counting housing units for residential uses,
- vacant floor area for nonresidential uses, and
- farm types for agricultural uses.

The table, *Examples of Hyphenated Codes in SLUCM*, shows a few primary and auxiliary codes as well as the above mentioned attributes to illustrate this concept. SLUCM's auxiliary codes were meant to extend the concept of accessory uses to include linking of related facilities, when needed even if they are not in physical proximity or do not share the same site or structure.
The manual illustrates the example of a warehouse for a retail establishment that is in an industrial area but serves the “parent activity” that may be located elsewhere.

<table>
<thead>
<tr>
<th>Basic Activity Code</th>
<th>Auxiliary Code</th>
<th>Combined Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Construction—general contractor services—6611</td>
<td>Administrative office—1</td>
<td>6611-1</td>
</tr>
<tr>
<td>Fruits and vegetables, fresh—wholesale—5147</td>
<td>With Stock—0</td>
<td>5147-0</td>
</tr>
<tr>
<td>Automobile Parking—4600</td>
<td>Sales office—2</td>
<td>5147-2</td>
</tr>
<tr>
<td>R&amp;D—6391</td>
<td>Not an auxiliary—0</td>
<td>4600-0</td>
</tr>
<tr>
<td>Department stores—retail—5310</td>
<td>Warehousing and storage—4</td>
<td>5310-4</td>
</tr>
<tr>
<td>Governmental Services—executive functions—6710</td>
<td>Public ownership—11</td>
<td>6710-11</td>
</tr>
<tr>
<td>Education Services—secondary schools—6813</td>
<td>Public school—15</td>
<td>6813-15</td>
</tr>
<tr>
<td>Household Units—1100</td>
<td>Private school—20</td>
<td>6813-20</td>
</tr>
<tr>
<td>Agriculture—Farms (field crops other than fiber or</td>
<td>Not an auxiliary—0</td>
<td>1100-0-10-2</td>
</tr>
<tr>
<td>cash grain crops)—8130</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Agriculture—Farms—81</td>
<td>Peanut Crops—165</td>
<td>81-165</td>
</tr>
</tbody>
</table>

The purpose of that coding was to ensure that planning studies of things like “total space use needs” could accurately track related or ancillary uses. In addition, the coding enabled planners, over time, to develop linkages between a variety of uses in the community. In turn, this monitoring allowed planners to statistically explore any changes to the amounts and proportions between major uses when planning for future uses an idea first put forth by Edward Wilkens (Wilkens 1941) and later discussed in detail by Robert Sparks (Sparks 1958).

Limitations in SLUCM’s Accessory Uses

SLUCM emphasized classifying and coding each dimension or characteristic of a land use into its own scheme. The manual cautions against mixing of characteristics within one hierarchy because that will further restrict the usefulness of the data. SLUCM’s treatment of accessory uses, then, does meet the broad objectives set forth in the manual. There are, however, several other issues not addressed concerning accessory uses or that were not of concern at the time SLUCM was developed. In the main, shortcomings are:

- **Limited List of Uses**: The list of accessory uses provided by SLUCM is limited. For instance, shopping malls (where hundreds of basic activity codes can qualify as either primary or accessory), a variety of “modern” home occupations, and seemingly unrelated uses together (e.g., wine and bar services in laundromats) cannot be accounted for in SLUCM’s list of accessory uses. SLUCM’s seven uses and one-digit codes served simply do not meet the demands of planners for high-quality land-use data in today’s world.

- **Mixed Uses**: The classifying and coding of mixed uses is nonexistent in SLUCM. Mixed uses ushered in new methods of planning analysis that require tabulating land uses that cut across parcel boundaries and zoning districts. Moreover, identifying the primary use from...
accessory uses is futile in large-scale mixed-use centers that tightly integrate multiple land uses and activities where categories can range across retail, commercial, office, residential, and recreational uses.

• Questions about Adjacent Uses: When a warehouse is adjacent to a retail use but on a different parcel, is it an accessory of the retail use? The intention of auxiliary coding in SLUCM was clearly not only to capture physical proximity (same parcel) but also, when necessary, link uses that may seem unrelated (different parcels) in a visual land-use inventory. The example used in the manual is a retail use, such as a pharmaceutical or a department store that has a warehouse located separately from the site of the primary use. In zoning, such distinctions become critical, and the coding system should be able to track the data. We will examine this issue in more detail in the section below on accessory uses in zoning.

• Coding Standards: One digit coding tagged to the four-digit base code could serve as a uniform scheme for sharing land-use data, but because the uses that the codes refer to change from application to application, data may not be easily transferred between applications directly, also known as “cross-walking,” without an intermediate conversion step.

SLUCM's method of dealing with accessory uses was a viable option that served to meet the requirements of federal programs, like Section 701, that funded local land-use data collection. In contrast, instead of specifying and funding specific local tasks, federal programs now allow wide discretion to localities in such matters. Moreover, not all communities share the same land-use issues and have varying abilities to collect data about accessory uses. For those that do have that ability, however, the need to link primary and secondary uses exceeds the abilities of a simple list of uses and a one-digit coding scheme. Consequently, recommending a limited scheme severely limits those communities that need more flexibility and is onerous for those that occasionally need one or two accessory uses, but have to use an entirely different set of codes that may not be a standard.

Accessory Uses in Zoning

In zoning ordinances, planners have to define accessory uses more carefully because the purpose of an ordinance is mainly restrictive; establishing the link between accessory uses and the primary use becomes critical. Because of the restrictive emphasis, zoning ordinances further qualify accessory uses according to whether they are a “convenience” and “necessity” to the principal use.

Note that the focus is at the parcel level—both for determining what the principal use is and what is accessory to it. In fact, the entire legal debate about accessory uses centers around accessory uses on the same lot because zoning ordinances always exercise control of accessory uses through the primary use. The link to primary use becomes a prerequisite to defining and controlling accessory uses. Otherwise, some prohibited or restricted uses could circumvent normal zoning regulations and qualify under the accessory use criteria. That is, a use that should
be evaluated as a primary use may be disguised as an accessory. Consequently, accessory uses in zoning, hence legal debate, always pertain to those uses that coexist with the primary use on the same lot. In contrast, some land-use inventories routinely link accessory uses to the parent use even if they do not share the same parcel.

**In Enabling Legislation, Acts, and Ordinances**

The earliest legislative reference to accessory uses, although indirect, is contained in the 1926 revision of The Standard State Zoning Enabling Act. In Section 3, the Act uses the phrase “peculiar suitability for particular uses” when regulating to assure property owners that zoning will be “done in a sane and practical way” instead of specifying the uses or their suitability. That was left for individual communities and zoning ordinances to establish, when called for.

Edward Bassett, in his survey of zoning’s first 20 years (Bassett 1940), affirms the leniency of zoning practices as envisioned in the Act. He found these practices were most prevalent in residential zones, which allowed accessory uses in buildings by not preventing “customary practices that met with no objection from the community.” Had communities tried zoning practices that prohibited such accessory uses, Bassett professed that there would have been great opposition to zoning plans everywhere. In fact, to further protect accessory uses, several states have specific provisions in their enabling legislation to protect the “creation” of accessory uses. For instance, Vermont’s statutes state that “no regulation may infringe upon the right of any resident to use a minor portion of a dwelling for an occupation that is customary in residential areas and which does not change the character thereof” (Vermont Statutes Title 24 § 4406(3)).

Enabling legislation to allow for accessory uses in nonresidential areas is less prevalent and often less clear. Because of zoning’s protective nature, many ordinances ignore the issue of accessory uses in commercial uses unless the activity, structure, or some aspect of the accessory use “overshadows” the principal commercial enterprise. Both zoning ordinances and courts have used wide range of tests in reviewing limits of accessory uses.

**Legal Definition of an Accessory Use**

Zoning ordinances define accessory uses within the context of a principal use; namely, the accessory use must be reasonably necessary to the conduct of the principal use and related to functions of the primary use. Of course, the relationship between a principal use and an accessory use depends on the types of activities associated with the principal use. The kinds of accessory activities in residential areas vary from those in nonresidential areas, for instance.

Then there is the question of which aspects of a certain use can qualify as an accessory use because not all activities associated with the principal use automatically become accessory. Some may be part of the principal use (e.g., garages in homes or home occupations). Yet some ordinances may not allow other uses, even if part of the principal use, (e.g., a drive-through window for a restaurant), if specifically prohibited or restricted.
Zoning regulations typically qualify the relationships between primary and accessory uses on a parcel in degrees of their relatedness or associations. Legally, we can group these associations in the following types:

- principal uses
- related uses and activities,
- incidental uses and activities
- customarily incidental uses and activities

**Principal Uses**
Principal uses, conceptually, "naturally" include related facilities. For example, courts have routinely ruled that a parochial school is part of a church (the principal use), up to certain limits.

Confusion arises when zoning allows such related activities housed in accessory structures. Permissions for accessory structures depend largely on the particulars of the site, such as setbacks, yard requirements in zoning, configuration of other structures in relation to the accessory structure, etc. Most zoning ordinances treat accessory structures through special regulations even if a structure is for the principal use; they treat accessory structures independent of the uses. That is, an accessory structure may or may not be allowed even if the use is a valid primary or accessory use. When an accessory structure is allowed, the ordinance typically sets additional restrictions for setbacks, siting, signs, maximum lot coverage, and height limitations in addition to those that apply to the primary structure. An ordinance might also impose additional filing, site plan, and application requirements for each instance of an accessory use. That is why property owners prefer to qualify all activities and structures as part of the principal use to avoid additional reviews and restrictions that ordinances exert on accessory uses and structures.

Based on the principal use notion, a use may encompass several activities and related uses that under zoning may appear as one use. Nevertheless, in some planning applications, individual activities may have to be discernible. For example, in the case of a parochial school in a church, zoning may treat the entire use as a religious use, but some planning applications (e.g., fire and rescue, transportation, etc.) require knowing about the school functions as well as the religious use.

**Related Uses**
The first criterion courts have employed in determining what is a related and, therefore, accessory use is determining the specific nature of the relationship to the principal use. Courts have used a number of criteria, including:

- Relation to ownership—home occupation by unrelated persons in a home does not constitute an accessory use even if zoning customarily allows such occupations as an accessory use (*State v. Mair*, 39 NJ Super 18, 120 A2d 487 (App Div 1956));
- Relation to permitted uses in zoning—a business subleasing part of the structure to a use that is not allowed in that zoning district (*A. C. Nurseries, Inc. v. Brady*, 278 App Div 974, 105 NYS2nd 933 (2nd Dept 1951));
• Relation to operations of the principal use—some uses may not be “reasonably necessary” to the principal use, such as certain types of medical functions in a clinic (Porter Medical Associates Use Change Permit, 139 Vt 132, 423 A2d 491 (1980));
• Relation to prohibited uses in zoning—ordinances routinely exclude certain uses in accessory structures even if such structures are perfectly legal, such as home occupations whose impacts the community considers a nuisance under its nuisance laws.

Whether a use is accessory or not is determined by its relationship to the principal use, and this relationship depends on criteria beyond those applied to differentiate, categorize, and tabulate land-use maps, inventories, and designations in plans. In short, what constitutes accessory is entirely dependent on local circumstances and standardizing an accessory uses list would be ineffectual because any specific list of accessory uses is going to be either too limited to encompass all permutations and combinations or too exhaustive and perhaps even rival the entire land-based classification system in the number of uses.

Incidental Uses
The second criterion courts have employed is based on whether the accessory use is subordinate to the principal use, a matter often largely determined by the relative size of the accessory use. For example, a doctor’s office in a residential use that occupies the entire house except for sleeping quarters in the basement does not qualify as an accessory to the residential use. Courts have also routinely used a temporal test to determine whether a use is incidental and, therefore, accessory. For instance, one court did not allow a horse stable to be constructed, refuting the contention that the stable would be a valid accessory use to a house that was to be constructed, because, without the house, the stable could not exist independently as an accessory use—the house had to be there first to make the stable a valid accessory use.

Based on the incidental use concept, a use is accessory if it is smaller in size than the primary use and cannot exist independent of the primary use. In other words, to classify and code accessory uses, planners have to know two things: the size of each use and which of the two uses came first. Again, these are factors that are beyond those normally associated with classifying land uses.

Customarily Incidental Uses
The third criterion for determining a valid accessory use is loosely based on what is “customarily incidental.” If not for such loose definition, ordinances might preclude any new uses not listed in the accessory uses list. What is customarily incidental varies from place to place and can be defined by climate, demographics, and, sometimes, even neighborhoods. Some uses considered “customary” in the past are no longer so (e.g., horse stables in most residential areas).

In establishing what is customarily incidental, courts have often looked at the locale and not how often such accessory uses occur in the community or in that particular zoning district. Most legal challenges about what is customarily incidental have occurred in cases about accessory uses in residential areas.

No comprehensive list of uses is bound to cover all possible combinations of primary uses and their associated customarily incidental uses. Just a perfunctory look at the range of uses that courts have ruled as accessory in various residential, commercial, agricultural, and other areas.
should reveal that a list of accessory uses cannot serve as a standard for even a single zoning ordinance, much less a regional or national standard.

**Five Legal Criteria**

Based on the above degrees of association between primary and accessory uses, and from more than 200 court cases, Williams (1985) identified five criteria for accessory uses:

- They must be related to the principal use (usually not explicitly stated in zoning ordinances, but implied).
- They must be subordinate and clearly incidental to the principal use (almost always stated in zoning ordinances).
- They must be customarily incidental (almost always stated in zoning ordinances).
- They must be located on the same lot as the principal use (almost always stated in zoning ordinances) and, occasionally, must also be in the same ownership.

**Types of Zoning Issues**

According to Williams (1985), legal challenges to accessory uses in residential areas are likely to be based on one or more of four typical “characteristics” of such uses.

- How close is the accessory use in nature to “an ordinary convenience of life”?
- Is the accessory use an “income-producing” activity?
- How close is the accessory use in nature to other “home activities,” including hobbies and recreation?
- Do the size and location of accessory buildings and structures “violate” the residential character of the neighborhood?
Of the above four, Williams identifies income-producing activities generating most legal problems—problems that planning applications have to address. The planning applications and their associated data collection methods, especially for land-use inventories, have to satisfy criteria that stretch beyond those typically employed for land-use surveys. Not all planners and jurisdictions face these problems, but the ones that do frequently fall in one of the following three types of areas according to Williams.

- Older historic villages, where existing development patterns buffer only some portions of the community from commercial activities while the rest of the community mingles houses with places of employment.

- Low-income urban areas, where residents work at home or operate trades that are in keeping with the community when it is associated with an ethnic minority.

- Modern suburban developments, where densities are low, uniformly residential, and the tendency to limit income-producing activities to preserve the residential character.

**Auxiliaries in SIC and NAICS**

The Standard Industrial Classification’s (SIC) treatment of auxiliary or ancillary activities is comparable to SLUCM’s method for identifying accessory uses in some respects. Unlike SLUCM, however, SIC has two different criteria for classification (Young and Triplett 1997). Is the unit an operating subsidiary? Or is the unit an auxiliary unit.

- Operating units mean those units that produce goods or services for sale to both the parent activity and other activities. Each operating unit takes the appropriate SIC code and may be different from its parent’s SIC code. For example, SIC assigns an automotive hose and belting establishment serving an automobile assembly plant the code for rubber and plastic hose and belting industry.

- Auxiliary units are those units that produce goods or services not intended for use outside the enterprise or parent activity. They are captive services-producing establishments (e.g., warehousing or data processing units serving a manufacturing plant).

**Skewed SIC Statistics**

Until recently, U. S. economic statistics were compiled using the above distinctions even when they skewed statistics because codes for operating units were based on their primary activity, but codes for auxiliaries depended on the establishments they served. Because of the way industries are built and managed, subsidiaries that produce goods are classified as operating units and those that are service-oriented are classified as auxiliary units—a practice that masks service industry statistics. For example, SIC classified a computer service center of an automobile assembly unit of an automobile producer under automobile industry. However, if the automobile producer also has a captive automotive hose and belting establishment, then SIC
classified it under rubber and plastic hose and belting industry and not in the automobile assembly industry.

Another factor that distorted auxiliary statistics was the method used to identify the parent or primary industry when establishments, especially large conglomerates, operate in several industrial sectors. Since it is impractical to assign several different industry sectors to an auxiliary, it was instead assigned a single broad SIC 2-digit code at the industry group level. For many decades, this statistical wangle did not affect the overall quality of the numbers since many conglomerates operated with high degree of autonomy at a single location. But as the trend in decentralization and globalization of industries set in, statistics about several sectors started showing acute distortions.

**Differentiating Auxiliaries in SIC**

An incessant limitation of the SIC method of treating auxiliaries was differentiating between operating units and auxiliary units consistently across all industrial sectors. As industries became more complex and diversified, the SIC coding added even more qualifiers. This, in turn, complicated the coding system. For example, in construction or manufacturing sectors, the numbers favor operating units. But if the activity was a warehouse or similar activity that did not produce a physical item, it was classified as auxiliary.

For some industries, auxiliary activities, such as headquarters and office buildings, were designated as operating units but classified in the industry of the operating establishment. That is why national labor statistics always show several hundred miners in Washington, D.C., even though mining in the city ceased several decades ago.

Because of these differences in defining auxiliaries between various industry groups and incremental adjustments to data collection methods, statistical inconsistencies about the economy surfaced. Production and employment statistics no longer reflected actual inputs in goods and labor. Also, due to the differences in the treatment of auxiliaries, comparable statistics (e.g., service-industry employment figures) published by the Bureau of Labor Statistics and the Census Bureau did not match.

**Auxiliaries in NAICS**

The North American Industrial Classification System (NAICS), successor to SIC, addressed some of the limitations in SIC's treatment of auxiliaries. Since the three countries working on NAICS (Canada, Mexico, and U.S.) agreed on the overall framework for classifying industries, the U.S. Economic Classification Policy Committee (ECPC) identified the following options:

1. Each country would continue defining and classifying auxiliary units as is their current practice—maintain the status quo.
2. Designate a unit as an auxiliary only when it has neither receipts nor billings.
3. Keep the current treatment but have a three-country agreement as to what activities would be considered auxiliary.
4. Keep the current treatment (as in option 3) but add a NAICS industry category for Head Offices.
5. Classify all auxiliaries and operating units on the basis of the activity performed.
After considering these options, the ECPC recommended the last option that codes both auxiliaries and operating units on the basis of the activity performed. This option would require less information, simplifies classification, and results in more consistent statistics across all the three countries. Because ownership, billing, and information about internal functioning are no longer required, classifying such units will require less information. All NAICS applications, then, can use one principle—the production-oriented concept—to identify NAICS codes and ignore other qualifiers for auxiliaries. Statistics thus generated, especially labor figures, will more closely reflect the actual state of the economy.

For data about accessory uses, similar statistical dilemmas prevail in communities that have used multiple criteria for defining an accessory use.

Proposal for LBCS

From the above discussion, it is apparent that there are many issues associated with classifying accessory uses. Some are local issues that no national standard can address, but many also show problems when collecting, tabulating, and aggregating land-use data. LBCS should, at a minimum, alleviate limitations in SLUCM, avoid basic errors in classifying data at the source (i.e., at the local level), and then, if possible, adopt a national standard.

The following is a recap of the lessons we have learned about limitations from SLUCM, about the role of accessory uses in regulating land uses, and about errors in classifying from NAICS.

Lessons from SLUCM

- A list of accessory uses (like SLUCM's 10 codes) will not serve all types of communities.
- Mixed uses require a list of uses different from the list for accessory uses.
- Adjacency criteria (for when an use is treated as accessory) may have to be defined within the standard for a standard to be usable nationwide.
- If every community uses a different set of accessory uses, codes cannot be uniformly maintained, thereby losing “cross-walk” capability (data cannot be easily shared between applications), without an intermediate conversion step.

Lessons from Zoning

- The definition of a principal use determines which uses are treated as accessory. Since this is determined by local zoning, definitions vary too widely to develop any uniform national standard.
- The relationship between an accessory use and the principal use depends on criteria beyond those applied to differentiate, categorize, and tabulate land uses.
- The relative size of a use also determines whether it is accessory. Classifying in such circumstances depend on criteria beyond the simple determination of the use.
- A use can be accessory based on what is customarily incidental to a principal use. Zoning ordinances and courts have had a varied opinions about what is customarily incidental. Again, this criteria established a standard beyond a simple determination of the nature of the use.
Lessons from NAICS

- Multiple qualifiers will not necessarily handle all possible circumstances for identifying, classifying, and coding of accessory uses.
- Data classification using two sets of land uses and two sets of codes (one for primary uses and the other for accessory uses) will have inherent problems of validity, especially when numerous organizations have to collect and maintain the data.
- Reducing the number of reasons to classify one entity using multiple classification systems will increase the likelihood of meaningful data comparability.
Bibliography and References


Vermont Statutes Title 24 § 4406(3).


Pursuant to adjournment taken on Wednesday, October 11, 1978, the Board convened on this date at 9:30 with all members present.

The minutes of the previous meeting were read and approved.

Clause on the following various funds were approved for payment:

- GENERAL STORES REVOLVING (SCAR) #6 - 7
- DEPT. OF EMERGENCY SERVICE #6934
- LOCAL PUBLIC WORKS #210
- MENTAL RETARDATION #2625
- MOTOR POOL #629
- PARK #2285 - 3284
- PARK A.V.G. #36
- CENTRAL SERVICES #68
- SOLID WASTE #79
- ELECTION RESERVE #1277 - 1296
- FEDERAL SHARED REVENUE #2977 - 2978
- CIERA II #59
- M.W. REGIONAL COUNCIL #5778
- M.W. WASHINGTON FAIR #6604
- CENTRAL PARKS #196
- ALCOHOLISM #5304

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IN THE MATTERS OF LEVY OF SPECIAL TWO PERCENT EXCISE TAX ON FURNISHING OF LODGING BY HOTEL, ROOMING HOUSE, TOURIST COURT, MOTEL, TRAILER CAMPS, ETC., FOR SUPPORT OF A CONVENTION CENTER FUND

THE BOARD OF WHATCOM COUNTY COMMISSIONERS DOES CORDAIN;

Section 1. WCC 4.14.001 TWO PERCENT LODGING TAX LEVIED.

Pursuant to the authority of Revised Code of Washington, Section 67.28.150, there is hereby levied for collection, a special excise tax of two (2) percent on the sale of or charge made for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property, in Whatcom County.

Section 2. WCC 4.14.002 ONE MONTH OCCUPANCY

For the purposes of this tax, it shall be presumed that the occupancy of real property for a continuous period of one (1) month or more constitutes a rental or lease of real property and not a mere license to use or to enjoy the same.

Section 3. WCC 4.14.003 CREDIT ALLOWED FOR CITY TAX PAID.

There is allowed a credit against this county tax for the full amount of any city tax imposed pursuant to Chapter 67.28 Revised Code of Washington, upon the same taxable event.

Section 4. WCC 4.14.004 SELLER TO COLLECT TAX.

The tax is required to be collected by any seller. "Seller" is defined by R.C.W. 82.08.030 (2) as every person making sales at retail or retail sales to a buyer or consumer, whether as agent, broker, or principal.

Section 5. WCC 4.14.005 TAX REMITTED TO DEPARTMENT OF REVENUE.

The State Department of Revenue is authorized to collect such taxes on behalf of the County as provided in Revised Code of Washington Section 67.28.200.

Section 6. WCC 4.14.006 WHATCOM COUNTY CONVENTION CENTER FUND ESTABLISHED.

There is hereby established a special fund in the treasury of Whatcom County to be known as and designated the Whatcom County Convention Center Fund. All taxes collected pursuant to this ordinance or by the county under Revised Code of Washington 67.28.150 shall be deposited and credited to said Whatcom County Convention Center Fund.

Section 7. WCC 4.14.007 USE OF FUND RESTRICTED.

Taxes credited to the Whatcom County Convention Center Fund shall be levied and expended only for the purpose to pay all or any part of the cost of acquisition, construction, or operation of stadium facilities and/or convention center facilities or to pay or secure payment of all or any portion of general obligation bonds of revenue bonds issued for such purpose or purposes under Chapter 67.28 Revised Code of Washington.

Section 8. WCC 4.14.008 FUND TO ACCUMULATE AT INTEREST.

Tax receipts and monies placed in the Whatcom County Convention Center Fund shall be accumulated and such funds and monies may be invested in interest bearing securities by the county treasurer in any manner authorized by law.
Ordinance: Laying Excise Tax for Convention Center Fund continued from Page 418:

Section 9. WCC 4.16.009 FUND WITHDRAWAL ONLY ON ORDER OF LEGISLATIVE AUTHORITY

Any moneys in the Whatcom County Convention Fund may be withdrawn by order or resolution of the Whatcom County legislative authority only for the uses and purposes set forth in Revised Code of Washington Chapter 67.20.

Section 10. WCC 4.16.010 TAX ADMINISTERED BY STATE DEPARTMENT OF REVENUE

For the purposes of the administration and collection of the tax levied hereunder the Washington State Department of Revenue is designated agent of Whatcom County. Also:

1. The administrative provisions contained in Revised Code of Washington Sections 82.05.090 through 82.05.070 and those administrative provisions contained in Chapter 82.38 RCW shall apply with respect to administration and collection of the tax by the State Department of Revenue.

2. All rules and regulations adopted by the State Department of Revenue relating to the administration of Chapter 82.05 RCW are hereby adopted.

3. The State Department of Revenue is authorized to prescribe and utilize such special forms and reporting procedures as the Department may deem appropriate.

Section 11. WCC 4.16.011 VIOLATIONS & MISDEMEANOR

It shall be unlawful for any person, firm or corporation to violate or fail to comply with any of the provisions of this Ordinance. Every person convicted of a violation of any provision of this Ordinance shall be punished by a fine of not more than two hundred and fifty dollars ($250.00) or by imprisonment for not more than thirty (30) days in the County Jail, or by both fine and imprisonment.

Section 12. EFFECTIVE DATE

The tax herein imposed shall become effective as of January 1, 1979.

Section 13.

The provisions of this Ordinance shall be incorporated into the Whatcom County Code as Chapter 4.16, thereof, and the sections shall bear the numbers designated herein, respectively.

ORDAINED in regular open session held this 16th day of October, 1978.

BOARD OF COUNTY COMMISSIONERS
OF WHATCOM COUNTY, WASHINGTON

C. J. JOHNSON, Chairman
Terry A. Unger
Larry McIntyre

(Seal of the Board)

Attest: Joan Ogden
County Auditor & Ex-officio
Clerk of the Board

By: CAROL ERNBROOK, Deputy
Approved as to form:
William A. Gardiner
Deputy Prosecuting Attorney

-000-

IN THE MATTER OF AMENDING THE INTERIM ZONING ORDINANCE REGARDING CERTAIN MINING ACTIVITIES IN THE GENERAL PROTECTION (GP) DISTRICT

WHEREAS, the Whatcom County Planning Commissioner has recommended amendment of the Interim Zoning Ordinance, and

WHEREAS, this Board concurs with the finding and reasons of the Planning Commission in this matter,

NOW, THEREFORE BE IT RESOLVED THAT:

1. Adoption of this amendment is in the public interest in that the Comprehensive Plan will be implemented in a more fair, reasonable and definite manner.

2. The Commission concurs with the Planning Department report that the amendment will:

(a) be more realistic than requiring all surface mining operations to obtain conditional use permits; and
(b) be less costly and more efficient to administer for both private and public sectors; and
(c) provide protection of neighboring uses with definite guidelines and standards; and
(d) allow more equitable and effective enforcement of county regulations; and
(e) better coordinate county and state regulations concerning mining, which will be more reasonable and efficient for all parties.

BE IT FURTHER RESOLVED:

The Planning Commission recommends approval of this amendment (Exhibit A) for the reasons cited above.

Approved during regular session this 15th day of October, 1978.

(Seal of the Board)

Approved as to form this 15th day of October, 1978

by: Philip A. Serbe
Deputy Prosecuting Attorney
Attest: Joan Ogden
County Auditor and Ex-officio
Clerk of the Board
By: CAROL ERNBROOK, Deputy

-000-
Gary
Thank you very much. I will be out of town during the meeting but please keep me on the mailing list.

My only comment is that I don't see enough justification at this point to implement regulations for a system that for the greater part is working without issue. It's unfortunate to punish all, guests and owners, for what appears to be a few owners lack of responsibility when it comes to enforcing their own rules. I am completely sympathetic for the neighbors who should not be the ones left to enforce rules.

Kind regards
Howard Furst

~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
Howard Furst cell (360) 961-6476
h_furst@hotmail.com

From: gavin@co.whatcomwa.us
To: gavin@co.whatcomwa.us
CC: peggiann@eml.com; cindywaller@shaw.ca; onsuitestay@gmail.com;
reservations@mtbakerlodging.com; don@gustafson&associates.com;
bvzhoward@gmail.com; rpowell@powell.net; jackie@lummiconcierge.com;
H_Furst@hotmail.com; jsinet6@gmail.com; MPersonal@co.whatcomwa.us
Subject: Whatcom County Planning Commission Hearing on Vacation Rental Regulation January 8
Date: Mon, 22 Dec 2014 23:15:18 +0000

Good afternoon,
On January 8, 2015 at 6:30 pm in the Northwest Annex Conference Room (portable building) at 5280 Northwest Drive in Bellingham, the Whatcom County Planning Commission will hold a public hearing on proposed zoning code amendments related to short-term or vacation rental units. On December 11 the Commission held a work session to become familiar with the issue and the Commission will invite public comment on the topic January 8. The most updated materials related to the amendments are posted on the Planning Commission's web site at http://www.whatcomcounty.us/pds/pc/agendas.jsp (the staff report and attachments
will be listed under the December 11 agenda until the January 8 agenda is posted).

You are receiving this message because you left your email address on a sign-up sheet at the September 16 meeting of the County Council’s Planning and Development Committee. Based on the discussion at that meeting, staff has created a draft zoning code amendment that would define and permit vacation rentals, subject to a set of proposed standards (see the “staff report and attachments” at http://www.whatcomcounty.us/pds/pd/pdf/pln2014-00020-allpacket-20141202.pdf for the proposed amendments.

You may submit written comments to me prior to the hearing, and/or attend the January 8 meeting to provide oral testimony. Please let me know if you have questions about the proposed amendments or the process by which it will be considered. The County offices are closed for the holidays December 24 and 25, and January 1.

Gary Davis
Senior Planner
Whatcom County Planning and Development Services
360-676-6707, extension 50246

Note: All emails sent and received at this address are subject to public disclosure.
From: sjharper@aol.com
To: wharrison@whatcomcounty.us; Sam (Jeanne) Ryan; Suzanne Bosman; Council: Mitchell Noble; wanderson@whatcomcounty.us; Gary Davis; bbcom@whatcomcounty.us; kmaren@whatcom.wa.us; Jack Lowes
Subject: Safety/ Fire issues with VRBO's in Whatcom County
Date: Sunday, January 04, 2015 2:56:16 PM

1-4-15

Fire Marshal of Whatcom County
Whatcom County Planning and Development

Dear Wain Harrison,
I am writing to you about the upcoming public hearing regarding possible regulations on VRBO's, to occur on Jan 8th, 2015 with the Planning Commission. I am a neighbor of a large 3 story, 6,000 ft. home that is currently being rented to VRBO guests all summer long and for many nights of this holiday season. They advertise on AirBNB, etc. as the OASIS on Lake Whatcom. They frequently have groups of 6-8 people, including many families with young children. Their address is 3064 North Shore Road, Bellingham, WA 98226.

Aside from SEPTIC violations at this home (too many people for their septic) and ZONING violations (three kitchens), I have been concerned for some time about FIRE code violations. This VRBO home is located on a narrow substandard private road, where there is no access by firetrucks. It is my understanding that this large, 6,000 sq.ft. home has no sprinkler system for fire and the only potential water use available to extinguish a fire is the neighbors small pond, two homes away (approx. 300 feet away) with fluctuating water levels. I was told by a past fire marshal that trying to set up a pump truck to pump out of Lake Whatcom could never occur quickly enough.

There are other safety and fire code standards that would be required if they were trying to get a permit for a triplex apartment, or a hotel, but these codes seem to be non existent for VRBO's. My research shows that most homeowners policies do not cover regular commercial activity in private homes. So if there is a fire, and there is no fire response and there is no insurance, where will Whatcom County's responsibility lie?

If I were a guest at either of the VRBO establishments on our road, I would have no idea, there was no fire protection, such as sprinklers, no fire hydrants, and no access from fire trucks. I think it is imperative that you as the Fire Marshal take some action here. Some homes may be more suitable than others for VRBO's.

I am asking that you as Fire Marshal please attend this meeting and come together with PDS and Whatcom County Council to at least get some regulation and safety measures in place for what unfortunately seems to be a "no rules" upcoming commercial activity all over Whatcom County.

Sincerely,

Sally J. Harper
3066 North Shore Road
Bellingham, WA 98226
Dear Mr. Davis

We own two vacation rental cottages on our property that we have been renting through VRBO and AirBnB for the past three years. We consistently receive the highest reviews/ratings and are proud that we have many returning guests. Our guests have come from all over the world. Many are first time visitors to Whatcom County and a number of these guests now plan to relocate to this area as a result of their experience here.

- We pay taxes on all incomes that we receive from our rentals
- We are in compliance with all rules, regulations and ordinances including septic requirements
- We are fully licensed and insured
- We regularly solicit feedback from our neighbors to ensure that we are not causing any disturbance—there have been no complaints or criticisms
- Our welcome packet includes recommendations for attractions and restaurants throughout the county and our guest book indicates that guests are actively engaged in supporting local businesses
- Guests are required to sign a rental agreement and to provide a substantial security deposit—this ensures that they treat our property responsibly and do not behave in ways that cause a disturbance

We understand that there have been problems in the Lake Whatcom area due to landlords who do not live on the property and thus do not adequately supervise their guests. This lack of responsibility by a few landlords should in no way be a reflection of the very positive and professional manner that the majority of vacation rentals are managed. This last Summer, one of our neighbors, who rents out their home periodically as a vacation rental, had guests who created a disturbance. Upon notification of this disturbance, our neighbor took immediate action and we have never been bothered again. We believe that neighbors are the best way to monitor a vacation rental and have numerous options through existing resources to address problems should they occur.

We should not be punished because a few owners are not doing a good job. The revenue that we generate is a much needed supplement to our income and a key component of our retirement strategy. Any action on the part of the council to prevent us from continuing with this vacation rental activity on our property would have a severe impact on our ability to remain on the property. It should also be noted that our guests provide a much needed contribution to the local economy.

We request that you not support any action that would prevent us from continuing to offer our cottages as vacation rentals.

Sincerely,

Harvey Stone
Deborah Todd
688 Chuckanut Heights Rd
Bellingham, WA 98229
From: Lynn Trzynka [mailto:lynntrzynka@yahoo.com]
Sent: Monday, January 05, 2015 10:19 PM
To: Council
Cc: PDS
Subject: Support requiring noise and parking requirements for transient/short term rentals in residential areas

We live on Chuckanut Drive a few houses away from a house that is used only for short term rentals. Chuckanut Drive has very limited off street parking and this large house has a small garage that provides two parking spaces and often these weekend rental visitors arrive with multiple cars. They arrive unaware of the lack of parking. They walk over to our house (and I assume to other neighbors as well) asking where they can park. They park illegally and take what little parking there is. We have looked at the rental listing for this property and there is no information about parking limitations.

This house is generally rented every weekend in the summer. This means a party at least one and sometimes both weekend nights. If this house were occupied by a permanent resident they might have the occasional party but not every weekend. We would like to enjoy a quite weekend evening in the summer.

I know of two other Chuckanut short term rentals with accessory dwelling units where the owners live on the premises. These units are quiet and have appropriate parking and are considerate of the neighbors. We feel that these type of units should be allowed.

We urge you to pass performance standards regarding parking and noise and provide an enforcement mechanism for those who abuse the situation.

Lynn and Ray Trzynka
1247 Chuckanut Drive
Bellingham, WA. 98229

Sent from Yahoo Mail on Android
January 5, 2015

To; Whatcom County Planning Commission
5280 Northwest Drive
Bellingham, Wa. 98226

Re; Public hearing being held on January 8th 2015 addressing the VRBO situation

Dear Planning Commissioners:

To summarize our situation, we are long time Whatcom County residents and land owners. My Wife and I live on Northshore Rd. just below Homestead Rd. We live full time in our home and are NOT operating a VRBO home. There is a house 200’ away that rents out on VRBO, another one 400’ away and one more about a quarter of a mile away.

1. These are 3 of the nicest looking, maintained homes in the area.

2. We’ve met the Owners of all three homes and they seem to be very respectful, intelligent, conscienes individuals who care very much for their neighbors rights and act professional in all respects in the operation of this cottage industry.

3. While enjoying and utilizing our lakefront property for the last 10 plus years, We’ve met and been social with people that utilize the VRBO homes. We’ve enjoyed meeting people from many areas, we’ve never seen an out of control party, we’ve never seen any wild/inappropriate behavior, we’ve never seen any Sheriffs breaking up parties or even making contact with VRBO vacationers nor any behavior that is in anyway unacceptable.

4. We both feel strongly that a few loud voices are making a huge issue where there is no issue and your time could be better spent on more important tasks that effect and help the many rather than responding to an overzealous few.

5. We already have laws, codes, regulations, etc on the County and State level that address each and every problems we’ve heard and read about, if these claims of wild parties and overused drain fields occur, then someone will contact the appropriate agency that already has the proper authority to deal with the issue, why fix something that’s not broke.

We thank you for your time, effort and contribution working on the commission and hope you’ll take a realistic view of what’s actually happening here and put your valuable time to better use on issues that can actually be substantiated by public records rather than unfounded accusations.

Sincerely,

Joe and Karen Baldwin
3042 Northshore Rd.
Bellingham, Wa. 98226
Semiahmoo Ridge Cottage
5858 Semiahmoo Ridge
Blaine WA 98230
360-371-7200

Jan. 6, 2015

To Whatcom County Planning Commission
Ken Bell, David Onkels, Ben Elenbass, Gary Honcoop, Mary Beth Teigrob, Gerald Vek Ved, Sam Taylor, Natalie Mc Clendon , and Gary Davis
Director, Sam Ryan

We have just completed our first full year of running a Vacation Rental. We have an attached accessory dwelling that my Mother lived in until she passed away at just short of her 98th birthday in 2012. We were hesitant to rent it out full time even though it is permitted to do so and is recorded in the county, since someone would be so close to us on a permanent basis. So we decided to try renting it out as a vacation rental for 2 and 3 nights at a time and at the most for a month. We have a business license, and report all our income and pay our taxes.

We have had nothing but a positive experience, and have met the nicest people from all over United States and Canada. They are so respectful of our home. They sign a rental agreement and are told of all the rules that they need to abide while they are here. We have read in the Bellingham Herald that some Vacation rentals have problem with their guests having loud wild parties. After meeting with a group of owners who operate Vacation Rentals, no one has had that problem, and that this is a small neighbor dispute between a group of neighbors in the Lake Whatcom area, and we feel this is a civil matter, not a Vacation Rental problem.

My Grandparents started Bay Center Resort in Birch Bay in the 1930”s and was then operated by my parents, and then finally by my husband and my self in 1976 until the mid 80’s when the property was sold to Mariner’s Cove. The guests who stay with us at our VRBO are a total different type of guest than those who used to rent the cabins! We had to call the Sherriff numerous times to break up parties or control noise and troublemakers!

The guests that stay at our VRBO are looking for a quiet place, where they can prepare meals, go golfing, exploring the area, and just to get away. To grow your business, it is all about the referral. Our cottage is spotless, we have it furnished with beautiful duvets, flat screen TV's, and everything they need to make their stay enjoyable. We are owners on site and are available for anything they might need, and all of our reviews are 5 stars.

I don’t see the need for the county to regulate us because our standards are already very high and we comply with all the codes that are already in place.

Blair and Penny Beebe
January 6, 2015

RE: Vacation Rental Regulations in Bellingham and Whatcom County

Dear Planning Commission Members,

My name is Christine Coder, my husband Patrick and I live in Bellingham and want to thank you for the work you do for the city. It is so important that people take the time to really care about and be involved in the running of our cities and communities. So, Thank you!

I am writing you in support of not regulating the vacation rental industry here in Bellingham and the County area.

We chose to renovate one of the apartments in the building we live in (there are 5 suites) and rent it out as a vacation rental about a year and a half ago. We love renting to travelers. We are in a nice neighborhood very close to Boulevard Park. We have a great relationship with our neighbors and have rented to a number of people who have family close by. In fact we rented to the parents of our immediate neighbors for an number of weeks at different times as someone was dying of cancer. They found us on Airbnb and were relieved to the point of tears when they found out they could stay right next door to support their daughter and her family as they were going through that very difficult time.

We also rent to grandparents of young families having children, they so appreciate having a home nearby their growing families so they can participate in the birth of new little ones and not be underfoot. Another renter had a tree fall on her house and needed a place to stay short term while the roof was under repair.

The experience of renting out our apartment has provided me a sense of community that I would not otherwise have had. I am a new resident to Bellingham and love getting to know families from this area and I also enjoy meeting people from all over the United States.

The guests always ask me for places to eat and go for coffee, and I direct them to the nearby restaurants and shops so I know there is money being spent in our community that benefits everyone.

----- Message truncated -----
Kind Regards,

Christine Coder
Interior Designer - DID
Christine Coder Interior Design
ccoder@telus.net
TEL 360-927-4662
From: Carl Weimer
Sent: Tuesday, January 06, 2015 12:27 PM
To: PDS_Planing_Commission
Subject: FW: Vacation rentals in Whatcom county

FYI – this should probably be part of the Planning Commission record.

Thanks

Carl

Carl Weimer, Member
Whatcom County Council

From: Howard Furst [mailto:h_furst@hotmail.com]
Sent: Tuesday, January 06, 2015 12:21 PM
To: Council
Subject: Vacation rentals in Whatcom county

Dear Whatcom County Council

I own a small studio vacation rental in Whatcom County with a nothing but 4 and 5 star reviews and I am not aware of any complaints from any of my neighbors. Happy Neighbors are the key to vacation rental industry success and I'm not sure we’d be having these hearings if it wasn’t for some upset neighbors. I knew that keeping a low profile and low impact with my neighbors was critical for my success so I spoke with all my neighbors before I began offering my studio as a rental. I guess I have done a good job since, after over one hundred nights booked, my next-door neighbor recently asked me "why did you decide against turning your studio into a vacation rental?" ..... She was very surprised to learn that I didn't decide against it, it has been operating for a year and she didn't have a clue! It can work.

Low impact and rule enforcement by the owners, not the neighbors, is critical to the future of the vacation rental industry. When the neighbors are the ones enforcing the rules, all of us owners look bad.

I sympathize with neighbors of vacation rentals where the owners are negligent in duty. Fortunately this represents a tiny fraction of us and I would not like the County Council’s reply to be an overreaction of restrictions. because of these rare cases. When the bigger picture is considered, the benefits the modern vacation rental industry brings to our destination desirable community far outweigh the few negatives.

Sincerely,
Howard Furst
h_furst@hotmail.com

Sent from Windows Mail
My name is Don Gustafson and my wife and I own any a 7000 ft.² residence located at 3064 North Shore Rd. in Bellingham Washington. The 2 of us reside in this residence alone as we raised our 3 teenage kids several years ago at a different location. During the last one a half year time period that we have operated the vacation rental by owner, we have met fantastic people that have traveled to the general Bellingham area from all points throughout the world. We have not had one problem with any of the vacation rental by owner tenants during that time period, in fact, it has been enjoying for us to meet these fantastic people and to discuss various aspects of their residential locations and how it compares to the general Bellingham area. Understand that as they occupy the lower level of our residence we occupy the upper level of residence and are totally cognizant of all goings-on which occur. These people are generally looking for alternate housing locations on a temporary basis as compared to residing in a typical small hotel room which is relatively limited in regards to square footage.

We have strict internal regulations as to the number of people that occupy the unit, noise regulations and utilization of the waterfront after 10 o’clock at night in the summertime. After all, we are living in the same structure and on the same land that the vacation rental by owner tenants.

This whole squabble over the vacation rental by owner is in fact not about vacation rental by owner at all, it is an internal squabble between us and four people who live within approximately a quarter mile of our home. Their sole purpose is to control everything in the neighborhood in regards to the access road and utilization of the waterfront. It is not about the concept of vacation rental by owner. All of the accusations that have been made public by John and Tani Sutley, Darrel and Denise Mendelsohn, Paul Taylor and Sally Harper are all lies. We have had no wild parties, no events or weddings, we have never had 20 people stay in our vacation rental by owner and in fact the average stay in the 1600 ft.² lower floor is 3.1 people and only 30% of the time it is occupied and it is a 7000 SF home. If we had our 3 teenagers living in the house each with a car and all there friends and their cars, the impact would be five-fold as compared to vacation rental by owner tenants.
I, personally apologize, to the planning commission and the Whatcom County Council for my neighbors who believe that they can control everyone in the neighborhood and also everyone who was involved with vacation rental by owner and take up your very valuable time. You have far more important matters to account for other than a trumped up neighborhood squabble. Do not let 3 or 4 people bully the Planning Commission and the Whatcom County Council into enacting all kinds of additional regulations on vacation rentals by owner. They are already controlled and regulated via rules and regulations which are in place.

Regards,
Don A Gustafson
From: PDS Planning Commission
To: Becky Bosic; Ben Flensigas; David Hunter; David Ornelas; Gary Horncoop; Gerald Veljeksen; Ken Bell; Mark Peterson; Mary Beth Tegnor (coregpb@gmail.com); Natalie McClendon; Sam Taylor (samwtaylor@gmail.com)
Subject: FW: Tourism Impact Numbers
Date: Wednesday, January 07, 2015 8:05:21 AM
Attachments: New Executive Summary Travel Impacts '91-13.doc

From: PDS
Sent: Tuesday, January 06, 2015 12:53 PM
To: PDS_Planning_Commission
Subject: FW: Tourism Impact Numbers

From: Loni Rahm [mailto:Loni@bellingham.org]
Sent: Tuesday, January 06, 2015 12:31 PM
To: PDS
Subject: Tourism Impact Numbers

I am forwarding this information regarding the economic impact of the Bellingham/Whatcom County tourism industry at the request of several vacation home owners. This one-sheet reflects a compilation of data which our organization collects on an annual basis. We do not have 2014 figures yet, but all indicators point to another growth year for tourism.

Please let me know if you have any questions.
Regards
Loni

Loni Rahm
president & ceo

Bellingham Whatcom County Tourism
904 Potter Street, Bellingham, WA 98229
360.671.3990 | 800.487.2032
bellingham.org

251
Whatcom County Travel Impacts 1991-2013
Bellingham Whatcom County Tourism Executive Summary*

Direct county-wide visitor spending reaches $573.9 million!
Tourism supports 6,110 local jobs!
Visitors generate over $33 million in state and local taxes!

Whatcom County Travel Impacts
- In 2013, the direct county-wide traveler spending reached **$573.9 million** –
  Whatcom County ranks 5th in the state in terms of visitor spending revenues.
- The Bellingham-Whatcom County Visitor Industry supported **6,110 jobs** in
  2013 – generating local earnings in excess of $128 million.
- Visitors to Whatcom County contributed **$8.2 million in local (city and
  county) taxes** in 2013. They also generated **$24.8 million** in state tax
  receipts during the same time period.
- Persons staying in commercial lodging (hotel, motel, B&B, etc) account for
  slightly over 60% of all visitor spending – with an average of $343 per day.
- Approximately 40% of traveler overnights to Whatcom County are spent
  with family & friends – with an average of $84 per day.
- If every resident household in Whatcom County encouraged one additional
  overnight visitor this year, it would generate **205 additional local jobs**!
- If every resident household in Whatcom County encouraged one additional
  overnight visitor this year, it would pump an additional **$15.7 million** into
  our local economy!

Washington State Travel Impacts
- Travel spending throughout Washington State was **$17.6 billion** in 2013.
- Statewide, the travel industry supported **over 155,000 jobs** with earnings
  of **$4.9 billion** in 2013.
- Travel spending generated more than **$1.1 billion** in local and state
  revenue.
- Pleasure seekers account for the highest percentage of travel spending,
  followed by personal business, day-trippers, and visitors who stay with
  friends and family.
- Visitors who stayed overnight in commercial lodging (hotels, motels,
  resorts and B&B’s) represent approximately one-half of all visitor spending.
- Spending by international visitors to Washington State was **$2.0 billion** in
  2013 – this represents almost 14% of all visitor spending in the state.
- Travel and tourism is one of the most important “export-oriented”
  industries in Washington. Spending by visitors generates sales in lodging,
  food services, transportation and retail businesses – the “travel industry.”
  These sales support jobs for Washington residents and contribute tax
  revenues to local and state governments.

*Compiled from Washington State, County Travel Impacts 1991-2013 prepared by Dean Runyan
Associations for Washington Tourism Alliance & Bellingham Whatcom County Tourism.
I am a nurse nearing retirement, and I would like to comment on the issues that have come up about vacation rentals in Whatcom County.

It appears to me that a handful of persons are wanting vacation rentals to be severely restricted in how they can operate, without any apparent need for this. I initially had thought that some vacation rental owners may have been being less than responsible to their neighbors, and that it should likely be addressed, but at least in Whatcom County this doesn't seem to be the case. It appears that the situation may be more one of unrelenting harassment of Lake Whatcom vacation rental owners by a few very aggressive and vocal people. That being the case it doesn't seem fair to enact un-needed regulations that would never be tolerated in a private home (which is what vacation rentals are).

I live in a college neighborhood, I am required to deal with outrageously late and noisy parties, late-night shouting and swearing and occasional vandalism. I deal with the situations as they come up and request law enforcement if it seems necessary, but I don't seek to further regulate the owners of these rentals, such as insisting that they not allow overnight guests to sleep on the couch.

I learned about vacation rentals a number of years ago when planning a trip to Palm Springs. I have used them many times since and have been delighted with the experience. When my aging parents became unable to live independently any longer I brought them to my home, and ventured into the business myself as a way of generating some income without needing to go elsewhere for 9+ hours daily. My experience has been very positive. I spoke with my immediate neighbors about my plans before going ahead. They were a little nervous about it but are no longer. I have never had a noisy or troublesome guest and my neighbors often enjoy chatting with them. I utilize a rental contract that addresses rules of conduct and allows for penalties in case of problematic behavior. My guests are parents of WWU students, people visiting other relatives, and those who simply love this area. They are generally middle-aged, although I have had a few honeymooners and younger couples. I have a driveway that allows for two parking spots for guests. The vast majority of my guests are parties of one or two people but I keep two fold-up floor mats as there are very occasionally children.

I love that I am able to have my parents with me, and I love that my cottage industry allows a pleasant and affordable option for visitors to the area. I am also hoping that a tiny group of people does not create additional work for the county, and for a group of people who don't appear to need additional supervision.

Thanks very much for taking the time to read this.

Sincerely

Helen Schoenfeld
January 6, 2015

Dear Council Members:

RE: PLN2014-00020 Vacation Rental Amendments

As our county planning commissioners will soon be reviewing the proposed amendments suggested by the council, now is a good time to discuss what would be accomplished by approval as written.

I am attaching a letter I recently wrote to Executive Louws about enforcement of existing laws. Approving the amendments will not resolve the enforcement component and a continued lack of interest by enforcement staff. While new permit approval and inspections during construction seem to take place without reluctance that cannot be said for the response to complaints. Until a solution is found, council will always be trying to answer questions like ours, “when will our complaint ever be looked at?” “Did they throw it out?” Why bother to offer citizens a complaint process that is intended to be ignored as soon as the citizen walks out the door?

In April of last year, council held a meeting to discuss enlarging the enforcement staff. At last search, one new person was hired and one left. Not really much change there to discuss. What happened to the commitment to hire more people? If Suzanne Bosman is overwhelmed by existing “complaints” it would be nice to know what has happened in the last 8 months. Perhaps a report of actions taken should be public information. At last check, the triplex in our neighborhood is still operating for rentals with kitchens on each floor. Multiple families often occupy the other “single-family dwelling” as a rental for less than 30 days. The last rental in October was 4 families, 3 toddlers and their mother as shown in the attached review. Again, single-family zoning should mean what it says.

**Talking to the Neighbors as a Solution**

The Lake Whatcom zoning district does not allow accessory apartments or any detached accessory dwelling units. They are illegal. If “talking to our neighbor” does not work and “complaints” filed are put on the bottom of pile that really does not leave any options for our neighborhood. The alleged violators certainly never “talked to their neighbors” before changing our little neighborhood into a hotel zone.

I have a friend who rents his accessory apartment out to tourists. It is one bedroom and it is rented to one to two people at a time. He has had no complaints and he asked his neighbors first about renting to transient guests. I don’t know if he is allowed an accessory apartment for the zoning district and size of lot. Will this amendment proposal need to review other existing ordinances for zoning conflicts to not create legal challenges? That has not been discussed. In our neighborhood, the illegal one bedroom accessory apartment advertises for six guests. Such impacts
to the neighborhood should not be allowed, especially on septic systems and water
drawn from the lake. As Sally Harper recently wrote you, there are also commercial
insurance issues and fire protection issues for too many people in one dwelling.

Enforcement

Rather than execute the enforcement process, county officials chose instead to delay
and distract by offering new amendments. This process has left a very negative
impression on everyone I explain it to. What are our tax dollars being used for? The
cost for county staff to offer new amendments rather than take enforcement action
does not seem to be saving the county any money.

Solutions Offered and Rejected

Attorney for PDS, Royce Buckingham offered a solution to this problem in March of
last year. I thought he had good ideas and presented the information in a way that
people could understand. I am attaching his letter to Jack Louws, which was
released as a public document. His summary and suggestions apparently were not
used and instead the county adopted the “it’s just a rental” attitude. I am not sure if
that was his idea or Executive Louws’ but the Council did go along with it so the
blame is now with all of you. There are some major problems with “it’s just a rental”
for both enforcement and for past regulations still existing as “laws” simply being
ignored. As I said above, a single-family residence is not zoned for multi-family
occupancy and if it was these owners would need significantly larger septic systems,
different building code compliance, and perhaps public water.

On a positive note, I am attaching what one community did. It is thoughtful and
covers all the questions one might have wondered. Maybe I don’t like some parts
but using an example is cost effective for our county and I am sure a lot easier than
what you, as our council, asked PDS to do. The example is from Portland, Oregon
and is attached. I hope you all remember how long the slaughterhouse amendments
took and as the Bellingham Herald just reported, not one person has even applied
for a permit to operate one.

Whatever the outcome, I do want to thank Pete Kremen and Barbara Brenner for
always being professional and always answering the phone or calling back. Thank
you.

Sincerely,

Tani Sutley
3006 North Shore Road
Bellingham, WA 98226
"Rooming house" has the following criteria:
- Single Family Residence.
- Rental (for 3 or more).
- Not owner occupied.
- Primarily commercial use.
- 6 or more sleeping units and transient tenants turns a rooming house into a hotel.

The definition of "rooming house" is similar to the rental situations about which citizens are complaining. However, this definition does not distinguish between long-term tenancies (which everyone agrees are not regulated by zoning) and short-term/transient tenancies (which may merit regulation), unless the house has 6 or more sleeping units. The modern rent-by-owner situation is often less than 6 sleeping units, yet still may merit regulation.

Thus, PDS's recommendation is that the "rooming house" definition be updated to recognize that short-term (transient) rentals smaller than 6 sleeping units may be regulated in some manner in appropriate zones. The manner/method of regulation is to be determined by the legislature.

One example of a method for distinguishing between certain rentals is the way in which Bed and Breakfast "Establishments" and "Inns" are distinguished. "Establishments" are accessory use rentals of two or fewer bedrooms—minimally intrusive and minimally regulated. "Inns" are conditional use rentals of three to five bedrooms—more intrusive and regulated to a greater degree. This distinction allows for escalating regulation as the commercial use and potential impact upon neighbors escalates.

Recent Review from one our neighborhood VRBO.com listings. Four Families in one single-family residence.

🌟🌟🌟🌟🌟

Beautiful, well-kept friendly home

KJF
Seattle

This home was amazing. We had a family reunion of four families including three toddlers. The house was both friendly and safe. The owners have made an incredible amount of resources available to renters- from kitchen and food supplies to recreation gear, board games, books and more. We’ve rented houses before and none have felt so personal and cozy. We thoroughly enjoyed our stay and would definitely come back!

The large main level made this house accessible for my mother-in-law who requires a walker. She found the shower very accessible too. The master bed was too high for her, but the air mattress in the office worked well. The single low step on the entry was doable for her- and could be a reasonable step to get a wheelchair over if necessary. Hallways and doorways are nice and wide- overall, very accessible place for visitors requiring accessibility.

Stayed: August 2014  Submitted: October 7, 2014  Source: VRBO

Recommended for: Age 55+, Adventure seekers, Girls getaway, Families with young children, People with disabilities

Was this review helpful?  Yes  No
Email Letter sent on January 5, 2015

Dear Executive Louws:

I have written a comment for the Planning Commission meeting this week concerning vacation rentals, which is now listed on the agenda page.

I would like to add to Sally Harper’s recent email to you concerning lack of enforcement in Whatcom County for violations of building standards and new uses within Shorelines that are simply ignored by code violations staff. While your effort to add vacation rentals to every zoning district in Whatcom County may be viewed as a solution to existing problems, I expect it will just open the door to many new problems. Simply ignoring the existing underlying zoning ordinances and codes will not make the problems disappear. Our county’s issues with enforcement is a "lack of desire to enforce" as I heard your long-term planner state in the work session on vacation rentals. Adding poorly written ordinances to county code that ignores existing regulations does have future consequences.

Our Canadian neighbors are a great source of income for Whatcom County. I acknowledge that. What I don’t accept is that they get to have no rules for conduct in our county. Our residents should be deciding what those rules are, not those investing in housing for our traveling neighbors making decisions by lobbying our council.

The Resort/Recreational Subdivisions in Birch Bay and the Mt. Baker Recreational Region are where most vacation rentals have existed for many years. Those areas are resorts and/or recreation subdivisions and only recently becoming non-conforming by GMA compliance rezones. They operate with Health Department Transient Accommodations and transient rental business licenses. What the rules are for those very small lots were set many years ago as “seasonal”. Comparing the rules for those “seasonal” developed areas with Rural zoning on Lake Whatcom are completely different rules and different building standards. Rural zoning does not allow vacation rentals by two zoning rules:

1. Rooming Houses – only allowed in Birch Bay resort zones and medium density urban districts.

2. Rental Cabins - only allowed in the Foothills subarea near Glacier.

Both are conditional use and are for transient uses. “Vacation rentals” are not a new use just a different title. Assuming otherwise is just pushing the can down the road.

Some people I have talked with and some on the planning commission have said Lake Whatcom problems are just “those people with two million dollar homes complaining about their neighbors” (audio file). I hope you will correct that for the record. I live in a house my father bought in 1951 and it was built in 1910. I met the
grandson of the man who homesteading out here on Lake Whatcom so many years ago. Not everyone on Lake Whatcom only cares about the “investment” value of their property. If I only cared about my “investment value” I would not be holding property for 60 years. I like that the lake serves multiple purposes but I don’t want tourist lodging to be all that it is. If tourist lodging is unregulated in the watershed with single-family homes being occupied by multiple families that would be a wonderful gift to investors in real estate. I hope you will share my concerns for our lake and help to express it in a better alternative than the PLN2014-00020 vacation rental amendments.

I am attaching a recent “review” from one of the properties near us that advertise on VRBO.com. Single-family zoning should mean what it says. Also, I agree with Sally Harper, my neighbor, if any of us wanted a triplex on our properties and asked for a permit, I think the answer would be: not on Lake Whatcom.

Sincerely,

Tani Sutley

Lake Whatcom resident
CHAPTER 33.207
ACCESSORY SHORT-TERM RENTALS

(Amended by: Ord. No. 164264, effective 7/5/91; Ord. No. 169324, effective 10/12/95; Ord. No. 174263, effective 4/15/00; Ord. No. 175204, effective 3/1/01; Ord. No. 178657, effective 9/3/04; Ord. No. 186736, effective 8/29/14.)

Sections:
33.207.010 Purpose
33.207.020 Description and Definitions
33.207.030 Where These Regulations Apply
33.207.040 Type A Accessory Short-Term Rentals
33.207.050 Type B Accessory Short-Term Rentals
33.207.060 Monitoring
33.207.070 Pre-Established Bed and Breakfast Facilities

33.207.010 Purpose
This chapter provides standards for the establishment of accessory short-term rentals. The regulations are intended to allow for a more efficient use of certain types of residential structures in a manner which keeps them primarily in residential use, and without detracting from neighborhood character. In some situations, the operator can take advantage of the scale and architectural or historical significance of a residence. The regulations also provide an alternative form of lodging for visitors who prefer a residential setting.

33.207.020 Description and Definitions

A. Description. An accessory short-term rental is where an individual or family resides in a dwelling unit and rents bedrooms to overnight guests for fewer than 30 days. There are two types of accessory short-term rental:

1. Type A. A Type A accessory short-term rental is where no more than 2 bedrooms are rented to overnight guests.

2. Type B. A Type B accessory short-term rental is where 3 or more bedrooms are rented to overnight guests.

B. Definitions. For the purposes of this chapter, the following words have the following meanings:

1. Resident. The individual or family who resides in the dwelling unit. The resident can be the owner or a long-term renter.

2. Operator. The resident or a person or entity that is designated by the resident to manage the accessory short-term rental.

33.207.030 Where These Regulations Apply
The regulations of this chapter apply to accessory short-term rentals in all zones. In zones where Retail Sales And Service uses are allowed, limited or conditional uses, accessory short-term rentals may be regulated either as a Retail Sales And Service use, or as an accessory short-term rental under the regulations of this chapter. The decision is up to the applicant.
33.207.040 Type A Accessory Short-Term Rentals

A. Use-related regulations.

1. Accessory use. A Type A accessory short-term rental must be accessory to a Household Living use on a site. This means that a resident must occupy the dwelling unit for at least 270 days during each calendar year, and unless allowed by Paragraph .040.B.2 or .040.B.3, the bedrooms rented to overnight guests must be within the dwelling unit that the resident occupies.

2. Permit required. A Type A accessory short-term rental requires a Type A accessory short-term rental permit per Subsection 040.C.

3. Allowed structure type. A Type A accessory short-term rental is allowed only in the following residential structure types:
   a. House;
   b. Attached house;
   c. Duplex;
   d. Manufactured home on its own lot; and
   e. Accessory dwelling unit.

B. Standards. The following standards apply to Type A accessory short-term rentals. Adjustments are prohibited:

1. Maximum size. A Type A accessory short-term rental is limited to renting a maximum of 2 bedrooms to overnight guests.

2. Accessory dwelling units. On sites with an accessory dwelling unit, the resident can live in the primary or accessory dwelling unit and rent bedrooms in either dwelling unit, but the maximum number of bedrooms on the site that can be rented to overnight guests is 2.

3. Detached accessory structures. A bedroom in a detached accessory structure can be rented to overnight guests, and counts toward the maximum size limit.

4. Bedroom requirements. The Bureau of Development Services must verify that each bedroom to be rented to overnight guests:
   a. Met the building code requirements for a sleeping room at the time it was created or converted;
   b. Has a smoke detector that is interconnected with a smoke detector in an adjacent hallway; and
   c. Is located on the floor of a dwelling unit equipped with a functioning carbon monoxide alarm. If the dwelling unit does not have a carbon monoxide source, then a carbon monoxide alarm is not required.

5. Number of residents and guests. The total number of residents and guests occupying a dwelling unit with a Type A accessory short-term rental may not exceed the number allowed for a household. For sites with an accessory
dwelling unit, the total number of residents and guests occupying both
dwelling units may not exceed the number allowed for a household.

6. Employees. Nonresident employees are prohibited. Hired service for normal
maintenance, repair and care of the residence or site, such as yard
maintenance or house cleaning, is allowed.

7. Services to overnight guests and visitors. Serving alcohol and food to overnight
guests and visitors is allowed and may be subject to other county or state
requirements.

8. Commercial meetings. Commercial meetings include luncheons, banquets,
parties, weddings, meetings, charitable fund raising, commercial or advertising
activities, or other gatherings for direct or indirect compensation. Commercial
meetings are prohibited with a Type A accessory short-term rental. A historic
landmark that receives special assessment from the State, may be open to the
public for 4 hours one day each year. This is not considered a commercial
meeting.

9. A Type B accessory home occupation is prohibited with a Type A accessory
short-term rental.

C. Type A accessory short-term rental permit. The resident of a Type A accessory
short-term rental must obtain a permit from the Bureau of Development Services.
It is the responsibility of the resident to obtain the permit every two years. The
permit requires the resident, and operator if the operator is not the resident, to
agree to abide by the requirements of this section, and document that the required
notification requirements have been met:

1. Notification. The resident must:
   a. Prepare a notification letter that:
      (1) Describes the operation and the number of bedrooms that will be
           rented to overnight guests;
      (2) Includes information on how to contact the resident, and the operator
           if the operator is not the resident, by phone; and
      (3) Describes how the standards in Subsection .040.A and B are met.
   b. Mail or deliver the notification letter to all recognized organizations whose
      boundaries include the accessory short-term rental, the property owner if
      not the resident, and all owners of property abutting or across the street
      from the accessory short-term rental. See Figure 207-1.

2. Required information for permit. In order to apply for a Type A accessory
short-term rental permit, the operator must submit to the Bureau of
Development Services:
   a. Two copies of the completed application form bearing the address of the
      property, the name, signature, address, and telephone number of the
      resident and operator if the operator is not also the resident;
   b. A copy of the notification letter and a list with the names and addresses of
      all the property owners and recognized organizations that received the
      notification.

207-3
D. Revoking a Type A accessory short-term rental permit. A Type A accessory short-term rental permit can be revoked according to the procedures in City Code Section 3.30.040 for failure to comply with the regulations of this Chapter. When a Type A accessory short-term rental permit has been revoked, a new Type A accessory short-term rental permit will not be issued to that resident at that site for 2 years.

33.207.050 Type B Accessory Short-Term Rentals

A. Use-related regulations.

1. Accessory use. A Type B accessory short-term rental must be accessory to a Household Living use on a site. This means that a resident must occupy the dwelling unit for at least 270 days during each calendar year, and unless allowed by Paragraph .050.B.2 or .050.B.3, the bedrooms rented to guests must be within the dwelling unit that the resident occupies.

2. Conditional use review. A Type B accessory short-term rental requires a conditional use review. A Type B accessory short-term rental that proposes commercial meetings is processed through a Type III procedure. All other Type B accessory short-term rentals are processed through a Type II procedure. The approval criteria are stated in 33.815.105, Institutional and other uses in R zones.

3. Allowed structure type. A Type B accessory short-term rental is allowed only in the following residential structure types:
   a. House;
   b. Attached house;
   c. Duplex;
d. Manufactured home on its own lot; and

e. Accessory dwelling unit.

B. Standards.

1. Maximum size. Type B accessory short-term rental is limited to renting a maximum of 5 bedrooms to overnight guests. In the single-dwelling zones, a Type B accessory short-term rental over this size limit is prohibited.

2. Accessory dwelling units. On sites with an accessory dwelling unit, the resident can live in the primary or accessory dwelling unit and rent bedrooms in either dwelling unit.

3. Detached accessory structures. A bedroom in a detached accessory structure can be rented to overnight guests, and counts toward the maximum size limit.

4. Bedroom requirements. The Bureau of Development Services must verify that each bedroom to be rented to overnight guests:

a. Met the building code requirements for a sleeping room at the time it was created or converted;

b. Has a smoke detector that is interconnected with a smoke detector in an adjacent hallway; and

c. Is located on the floor of a dwelling unit equipped with a functioning carbon monoxide alarm. If the dwelling unit does not have a carbon monoxide source, then a carbon monoxide alarm is not required.

5. Number of residents and overnight guests. The total number of residents and overnight guests occupying a dwelling unit with a Type B accessory short-term rental may be limited as part of a conditional use approval.

6. Employees. Nonresident employees for activities such as booking rooms and food preparation may be approved as part of the conditional use review. Hired service for normal maintenance, repair and care of the residence or site, such as yard maintenance or house cleaning, is allowed. The number of employees and the frequency of employee auto trips to the facility may be limited or monitored as part of a conditional use approval.

7. Services to guests and visitors. Serving alcohol and food to guests and visitors is allowed and may be subject to other county or state requirements.

8. Commercial meetings.

a. Commercial meetings. Commercial meetings include luncheons, banquets, parties, weddings, meetings, charitable fund raising, commercial or advertising activities, or other gatherings for direct or indirect compensation. Commercial meetings are regulated as follows:

(1) In the single-dwelling zones, commercial meetings are prohibited;

(2) In all other zones, up to 24 commercial meetings per year may be approved as part of a conditional use review. The maximum number of visitors or guests per event will be determined through the
conditional use review. Adjustments to the maximum number of meetings per year are prohibited.

b. Historic landmarks. A historic landmark that receives special assessment from the State, may be open to the public for 4 hours one day each year. This does not count as a commercial meeting.

c. Meeting log. The operator must log the dates of all commercial meetings held, and the number of visitors or guests at each event. The log must be available for inspection by City staff upon request.

9. Appearance. Residential structures may be remodeled for the development of an accessory short-term rental. However, structural alterations may not be made that prevent the structure being used as a residence in the future. Internal or external changes that will make the dwelling appear less residential in nature or function are not allowed. Examples of such alterations include installation of more than three parking spaces, paving of required setbacks, and commercial-type exterior lighting.

10. A Type B accessory home occupation is prohibited with a Type B accessory short-term rental.

33.207.060 Monitoring
All accessory short-term rentals must maintain a guest log book. It must include the names and home addresses of guests, guest's license plate numbers if traveling by car, dates of stay, and the room assigned to each guest. The log must be available for inspection by City staff upon request.

33.207.070 Pre-Established Bed and Breakfast Facilities

A. Facilities without a revocable permit. Bed and breakfast facilities that were operating before May 24, 1988, and which did not receive a revocable permit, may continue to operate as an approved conditional use if the operator can show proof that the operation was established through City licensing. The requirements for verification are listed below.

1. The facility was operating with a City business license or was granted exemption from the business license requirement;

2. City transient lodging taxes were paid part or all of the tax period preceding May 24, 1988; and

3. The owner or operator can document that the Portland Bureaus of Planning or Buildings approved the site for a bed and breakfast facility prior to purchase, construction, or remodeling of the facility.

B. Alterations and Expansions. The approved conditional use status provided for in Subsection 070.A applies only to the number of bedrooms and size of facility that existed on January 1, 1991. Any expansions of building area or alterations that increase the intensity of the facility are not allowed unless approved through a conditional use review as provided in Section 33.207.050.A.2.

C. Facilities with a revocable permit. Bed and breakfast facilities operating under approved revocable permits are subject to the regulations for revocable permits in 33.700.120, Status of Prior Revocable Permits.
Dear, County Council Members, Whatcom Planning Commission,

I have lived in Whatcom County since 1980, and in all those years I have owned small businesses in Whatcom County. Today I own a small restaurant, I have a VRBO and I help my husband with his private business as well. My taxes are always on time, I contribute to local charity's in Whatcom County, and I Vote and try to be current with all the County issues and news.

I have a VRBO and have had it now for almost two years. My guests come from around the world, they spend money all over the County and just lately two "kids" decided on WWU because of their visit to my VRBO and Bellingham...they are from Papua, New Guinea.

I pay property taxes, and keep the property in as perfect of a condition as I can, therefore the 5 star ratings from my guests.

After talking with MANY VRBO owners, we are all under the assumption that it is a VERY FEW making a lot of noise and many of their comments are untruth's and very exaggerated. Because we are all owners of properties, there would be no reason to invite destruction to our properties. If you go on AirBNB, VRBO etc. you will see that reviews are 5 star and there are many rules already in place by the owners. In talking with law enforcement this last week, (Sherriff's office) there are no complaints that they can tell coming from vacation rental owners.

In Whatcom County septic systems are inspected.....and Vacation Rental Owners do not want problems with their septic systems.

Based on the Whatcom County Tourism Executive Summary, in 2013 direct county wide spending reached 573.9 million---Whatcom county ranks 5th in the State in the terms of visitor spending.

I appreciate all the service that you give to the citizens of Whatcom County. I hope you can look at the allegations brought up by a very few people and wonder why? It seems to be "personal" and they are trying to affect a big business in terms of revenue for Whatcom County. Rules and regulations are set in place and Vacation Rental owners abide. There does not need to be more regulation, for the most part everyone follows the rules, is licensed, pays taxes and self polices their properties.

I enjoy all the people we meet, enjoy being able to "play" tourism guide by suggesting to them where to shop, eat, and be entertained!!!

Thank you for your time and consideration. I am hoping that this will remain a positive choice for visitor's when deciding how they want to visit our Beautiful
Community.

Sincerely,
Margaret Tibbits
January 5, 2015

To: Gary Davis Planning Department
gdavis@co.whatcom.wa.us

From: Cindy Walker, c/o 2946 Northshore Road, Bellingham, WA 98202
       604-889-5004 or email cindywalker@shaw.ca

Re: Vacation Rental Home
   2946 Northshore Road, Bellingham, WA
   Business ID #603-049-828

I am Cindy Walker and together with my husband have owned a near new 2400 sq. ft. family
vacation home on a 3 acre parcel on Lake Whatcom for the past 5 years. Over this period, our
house has sat vacant for over 50% of each year.

We do not draw water from the lake, as we have a private well. Our septic field is well away
from the lake, located at the top of our property, close to the power lines that run along the
mountain.

We hold a business license, advertise on the VRBO rental site, are insured through State Farm
Insurance, claim and pay state tax on all rent, plus 10.5% lodging tax, plus hire 2 American
caretakers to perform maintenance, repair and clean the home, grounds and do surprise checks on
renters from time to time.

We exercise a great duty of care to only rent to families in proportion to the size of our home,
that we feel will be respectful of the house, our personal belongings, the property, the neighbours,
park on our property and observe all county bylaws.

To date, we have had no significant incidents of either damage to our home or disruption to
neighbours. We have over 40 – Five Star Reviews, which in itself governs our performance.

Our home is perhaps one of the most well-kept and quiet on the street adding to property values,
plus we contribute to the tax base, create jobs and tourism, spending money in local shops and
grocery stores.

We believe you will agree, our home and VRBO rental is a positive attribute to Bellingham,
WA.

Thank-you for your time and consideration to allow our holiday rental homes be left to
govern themselves.

Cindy Walker, Home Owner
To Whom It May Concern:

The current push to regulate VRBO rentals seems to be primarily driven by a localized neighborhood dispute.

There are not widespread issues with vacation rental properties in Whatcom County.

We currently own three Whatcom County properties and operate them as Vacation Rentals.

We have been doing this for over seven years.

We have a business license and have always paid lodging taxes on our income.

We have always had insurance coverage for THIS SPECIFIC USE.

We operate the properties as landlords and follow all the requirements pertaining to safety (smoke detectors, carbon monoxide detectors, etc.).

We count on good on-line reviews to continue being successful.

We have never had complaints for noise or parking from neighbors or law enforcement or anyone else.

We protect our properties by limiting the number of people allowed to rent the property at any one time.

We share a beach area with the properties we rent out and are highly invested in renting to responsible people.

Enforcing current laws regarding noise and parking would address the issues being discussed.

Sincerely,

Michael and Terri Watters
Hi Gary,

My wife and I own Cottages By The Beach, two vacation rental cottages in Birch Bay. We have been in business since 2003. We are located in the Resort Commercial zone and are served by public utilities.

We’ve attached a copy of the letter we sent to the Whatcom County Planning Commission. We are not opposed to regulation, we would however; like to see the regulations modified from the proposal.

I retired as a transportation planner and would like to be involved in future writing of Vacation Rentals Code. With my background in government planning and as a vacation rental owner, I believe I can bring a balanced perspective to the discussion.

Best Regards,

Kelvin Barton
January 8, 2015

RE: Vacation Rentals Code Amendment

Dear Whatcom County Planning Commission,

We appreciate the effort that has been spent on this issue by planning staff and the Whatcom County Planning Commission.

My wife and I own Cottages By The Beach, two vacation rental cottages in Birch Bay. We have been in business since 2003. We are in the Resort Commercial zone and are served by public utilities. We are writing in opposition to the proposed Vacation Rental regulations.

Our business brings a significant amount of tax dollars to Whatcom County. Additionally, our business spends a great amount of dollars locally for supplies and services. Our guests also spend a great amount of money locally. Restricting our business will restrict the amount money going to local businesses.

The points below address just the Resort Commercial portion of the proposed regulations:

- Vacation Rentals have been available in Birch Bay for over seventy five years. The proposed regulations would close many of those businesses. In fact, most of the historic Birch Bay vacation rentals would never have been allowed under these rules. Specifically, limiting vacation rentals to one per lot would shut down many of the vacation rentals in Birch Bay as well as most of the oldest. (Example: Tide Catcher and Birch Bay Getaway)
- The proposed persons per bedroom are far less than required for a hotel. Hotels can typically offer 2 queen size beds plus one cot per room. Even HUD rules are changing making these proposed rules obsolete.
- The proposal to restrict a name on the rental property does not make sense and does not fit historical Birch Bay. A significant portion of all vacation properties in Birch Bay have the name of the home on the property. It is one of the first things an owner does when purchasing a home here.

We ask that you reject these proposed regulations or send them back for extensive re-writing. We would be delighted to participate in any future proposed rule change discussions.

Thank you,

Kelvin and Patti Barton
Dear Council Members,

My name is Tracy Jovolos. I have a home at 3594 South Bay Drive, Sedro Woolley, WA 98284. I would like to voice my opinion in support of Vacation Rentals in Whatcom County.

Personally, I would like to be able to rent my vacation home to other families for a few weeks a year, simply to help pay the taxes and other expenses for the property.

Unlike a full time rental property I would be using my home most of the time for myself and my family and therefore my requirements of short term rental tenants would be very stringent, including limiting the number of people I would allow on the property at one time to between 8 and 10 with no additional guests allowed at any time. There would also be strict rules to follow with significant penalties if the rules were broken. This is my home that I stay in and therefore my key concern it to keep my home in great condition as well as to maintain my relationship with my neighbors.

The advent of vacation rental by owner (VRBO) has many benefits:

1. It has allowed people to purchase properties that they would not have been able to as the rental income helps cover expenses.
2. It has given families an alternative to renting 2 or 3 hotel rooms for their vacations which allows them to all be together.
3. It brings people to the area that may not have come otherwise because there wouldn’t have been a place for their family to stay. And we all know tourism is great for a community for a multitude of reasons.
4. It creates jobs in the community as home owners need house cleaners between rentals and maintenance people to maintain the yards and keep the home the best of repairs.

Thank you for your time and consideration in this matter.
Kind Regards,
Tracy Jovolos.
Thank you in advance for reading my letter,

My husband and I have vacation rented our homes both in and out of the country. It appears inventory and control legislation is being created for our home. Below are some thoughts you might consider when you decide what this new legislation will include.

1. There is no increase in environmental impact. Homes are usually occupied seasonally. That has less of an impact on water use etc.

2. No one can argue that vacation rentals do not increase revenue for the county.


4. Nuisance to the neighbors? We have strict contracts that dress noise etc. In fact it's probably quieter when we're not there. Neighbors already have many avenues to address nuisance issues.

5. Insurance? We checked with our insurance agent. His answer was that we are covered under our umbrella. Obviously an occupied place would be less of an insurance risk than empty home.

I could go on but you're probably getting a lot of these. All of my points are things that have probably crossed a lot of minds. So my last question has to be what's this really about?

Thank you for your time, Kathy Kennedy
2945 Haxton Way
Bellingham
marslanding@earthlink.net
Gary,
I think insurance should be discussed for the next meeting. How can this information be made available to council and the public?

I don't believe allowing vacation rentals everywhere makes sense, especially in the watershed, but if that is the decision of council then the liability factors should be addressed.

I have attached two references for your review.

http://cbizspecialtyinsurance.com/vacation-rental/

https://community.homeaway.com/thread/3037

**Short-term vacation rentals are considered businesses in the eyes of the insurance world.** When you collect money to allow a guest to stay at your place for a short period of time this is a business transaction. Your vacation rental is no different than a coffee shop or grocery store, it's a business.

**A homeowner's policy does not cover business activities.** It specifically excludes business activities. It will not respond to any claim involving running a business from your home.

Tani Sutley
whatcom  Nov 17, 2011 7:37 PM

Vacation Rental Insurance

This question is Not Answered.

Hello,

We have a vacation home on Lake Whatcom, Bellingham, WA.

We vacation at the home, plus rent it out throughout the year for 2 to 7 nights.

Our current insurance agent, will only insurance guests staying in the home.

They will not take responsibility if a guest brings their dog: ie runs across the yard, goes in the lake or bites someone.

Guests also use my bikes, paddle boat and kayaks. The insurance company will not cover these.

Plus guests have had weddings, grad parties and showers with under 30 guests.

I spoke with our lawyer. She said, we can have all the waivers saying "Use at own risk. If someone wants to start a law suit, as the owner, we need to defend them."

I have another insurance company looking into this now, but not coming up with anything promising.

Look forward to your help. Cindy Walker, B.C. Canada
Bend puts limits on vacation rentals
Policies to prevent new rentals from clustering

By Tyler Leeds / The Bulletin
Published Apr 2, 2015 at 12:01AM

With the din of SUVs bearing summer tourists fast approaching, the Bend City Council acted to limit the proliferation of vacation rentals at a meeting Wednesday night.

To govern the conduct of rentals, the councilors approved an operating license for both existing and new rentals.

Existing and new rentals will be required to acquire a permit, which can be revoked if the rental is not used for a year or if noise is a persistent problem, among other reasons.

The license will require a fee and must be renewed annually.

The biggest sticking point throughout the entire process was how strictly to limit the clustering of rentals, a topic which the council quizzed city staff on before beginning to deliberate.

The Planning Commission recommended 7.5 percent of houses to be short-term rentals within an area extending 250 feet in any direction from a rental’s residential property line.

The council threw that idea out, with Councilor Victor Chudowsky noting that a percentage doesn’t prevent clustering, as two rentals could still be next to each other. Chudowsky instead suggested only one rental be allowed within a certain distance, later decided to stay at 250 feet.

“That’s what we are here to stop,” he said.

Councilor Casey Roats at first resisted, noting Chudowsky’s idea was more restrictive than what the council suggested, though he eventually agreed.

Because of an emergency clause, the new density rule is likely to go into effect within two weeks.

The city has been working since November to develop new policies aimed at preventing vacation rentals from clustering in residential areas. The issue arose when residents of the River West and Old Bend neighborhoods began complaining that they were overrun with vacationers and the population of traditional neighbors was plummeting.

The amount of rental permits issued began as a trickle at eight in 2007 when the city began granting them, but rapidly climbed to 102 in 2013 and 262 the following year. As of March 31, the city has issued 89 permits in 2015, a rate which critics argue signals the ease with which rentals are currently approved.

With $140,000 dedicated to the process, the city enlisted 23 volunteers, including members who both despised and owned rentals, to help devise new rules, attempting to limit how they may cluster and create an avenue for punishing the owners of rentals found to be disruptive. Those proposals were then filtered through the Bend Planning Commission and public hearings before being discussed by the City Council on Wednesday night.

To the consternation of River West and Old Bend neighbors, new density rules do not apply to existing rentals. Instead, they will be termed “legal non-conforming” rentals. The city’s attorney, Mary Winters, has argued that revoking previously issued permits would open the city to lawsuits.

— Reporter: 541-633-2160, tleeds@bendbulletin.com
'No way of enforcing' Airbnb law, S.F. planning memo says

By Matier & Ross  San Francisco Chronicle
March 22, 2015

San Francisco’s highly touted Airbnb law — aimed at regulating short-term tourist rentals in private homes and apartments — is unworkable, according to the city department charged with enforcing it.

The basic problem, according to a Planning Department memo recently presented at a Board of Supervisors committee meeting, is that “hosting platforms” like Airbnb aren’t required to supply the city with the names of those renting out their homes.

So, “we have no way of enforcing” the new law, said Planning Department communications Manager Gina Simi.

What the law needs, according to the Planning Department, is:

•Booking data from the online services, so the department can cross-check to see that rentals being offered are registered with the city.

•A straight cap on the number of days any unit can be rented out per year. The new law sets a limit of 90 days on renting out a unit if the owner isn’t home — something that’s “virtually impossible” to prove.

•A way to cover the actual cost of administering the law, which the two-year, $50 registration fee doesn’t come close to doing.

“It’s a mess and now we are going to have to clean it up,” said Supervisor David Campos, a vocal critic of the law when it was being debated. Campos wanted the Planning Department’s suggestions included.

Privately, advocates on both sides of the issue say the law’s enforcement mechanism was flawed from the get-go — and that the idea of “self-policing” hosts voluntarily signing up and following the rules has little chance of working.

The Planning Department outlined its concerns before the supervisors approved the ordinance in October. But the truth is, the Airbnb law was more about politics than policy.

The politics were twofold: first, the fear that unless City Hall did something, critics would go to the ballot asking voters for even stricter controls.
And second, the desire to defuse the issue in a way that wouldn’t hurt the Airbnb bill’s lead negotiator — Supervisor David Chiu, who was in a neck-and-neck race with Campos for the Assembly.

Chiu won, in part thanks to more than $500,000 in independent spending on his behalf by Airbnb backers.

But the fear of a renewed ballot fight by housing advocates — one that might influence the 2015 city elections — has the supervisors trying to work out a second deal.

And “if changes need to be made, the mayor is open for that,” said Christine Falvey, spokeswoman for Mayor Ed Lee.

As for Airbnb: “Just months ago, the Planning Commission supported this law,” said spokesman Nick Papas. “Now bureaucrats are busily throwing up roadblocks, including some that aren’t in the law and others that were rejected by the Board of Supervisors.”
Call To Order: The meeting was called to order, by Whatcom County Planning Commission Chair, David Onkels, in the Northwest Annex Conference Room at 6:30 p.m.

Roll Call
Present: Ben Elenbaas, Jerry Vekved, Gary Honcoop, David Onkels, Mary Beth Teigrob, Ken Bell, Sam Taylor, Natalie McClendon, David Hunter
Absent:

Staff Present: Mark Personius, Gary Davis, Becky Boxx

Department Update
Mark updated the commission on the following:
- Upcoming commission schedule.
- Upcoming council schedule.

Open Session for Public Comment
There was no public comment.

Commissioner Comments
There were no commissioner comments.

Approval of Minutes of December 11, 2014
Commissioner Bell moved to approve as written. Commissioner Teigrob seconded. The motion carried.

Public Hearing
File #PLN2014-00020: Proposed amendments to the Official Whatcom County Zoning Code (Title 20) regarding regulation of vacation rental units.

Gary Davis reviewed the staff report and proceedings to date.

On December 11, 2014 the Planning Commission had a work session on the topic at which time the staff recommendation was presented. Currently the county zoning code does not distinguish between owner occupied or rental occupied single family dwellings. It does not address long or short term rentals. Lacking such a prohibition Planning and Development Services (PDS) interprets the zoning code to permit vacation rentals wherever single family dwellings are permitted. The county has received a few complaints regarding properties that have vacation rentals on them. These complaints are often regarding noisy behavior of guests, which is enforced by the Sheriff under the disorderly house provisions of Whatcom County Code 9.40. PDS staff does not enforce nuisance issues. PDS staff only enforces the zoning code. At the December 11 meeting the commission asked staff to try and find out the number of complaints that have been received. The Sheriff’s Office and PDS staff do not keep records that specify rental duration so it was difficult to get any
statistics. Both offices stated complaints about vacation rentals are not wide spread. Generally they are limited to a few pockets of properties in the Lake Whatcom and Glacier areas. In September 2014 PDS staff compiled a list of potential options for regulating vacation rentals from a land use standpoint. These options are:

1. **Permitted outright as a single family dwelling.** Allow rentals of any duration in residential zones without conditions.

2. **Permitted with performance standards.** Allow vacation rentals as a permitted use in all rural and residential zones, subject to conditions.

3. **Permitted in specified locations, with performance standards.** Same as 2 but permitted only in certain zones or geographic areas.

4. **Permitted with registration.** Same as 2 or 3 but with licensing or registration requirements.

5. **Prohibition.** Vacation rentals are not permitted uses in any residential zones.

These options were presented to the Council Planning and Development Committee who expressed support for option 2. As such, the draft that was presented on December 11 was based on that option. This option would add rentals as an accessory use in all the same zones where a bed and breakfast establishment is currently permitted. This would also add a definition of "vacation rental unit". The vacation rentals would be subject to zoning code 20.80.960 which is where the conditions are stated.

Commissioner Honcoop stated there is a difference of opinion regarding what an accessory use is. What is the staff's opinion?

Mr. Davis stated that for example, a bed and breakfast would be an accessory use. There are two different types of vacation rental units. There is one in which a person is renting out a couple of bedrooms and there is the other type in which a single family home is rented out. The use on the site is the single family home which is considered the primary use.

Commissioner Bell asked if staff has any stats on how many complaints there were and where they were located.

Mr. Davis stated he did not have any breakdowns. The complaints sometimes go to the County Council, the Executive or PDS.

Commissioner Bell asked how staff knew that there were issues around Lake Whatcom and Glacier if they did not have any stats.

Mr. Davis stated that is information was received from talking to the Sheriff’s Office and the enforcement staff.

Commissioner Elenbaas asked what the ramifications are for non-compliance. What is the penalty?

Mr. Davis stated the compliance procedures are stated in the memo dated December 30, 2014. He did not have specifics about the amount the fines would be.
Commissioner Taylor asked for clarification regarding parking. Would parking requirements for the house suffice for the parking requirements?

Mr. Davis stated it would. More may be required in some instances. This could be a topic the commission could discuss.

Commissioner Teigrob asked if the county has the authority to stop people from renting out their homes.

Mr. Personius stated the purpose of this proposal is for clarification because the issue is not addressed in the code. 99 percent of the public is doing the right thing and this wouldn’t change anything for them. It would give the county more opportunity to work with the owners of the problem rentals. There is an enforcement process which starts by working with the owner to reach voluntary compliance.

Commissioner McClendon asked if as an accessory use in all the zones they would not require any type of permitting or license it would just outright permitted use. Will there be any cost to the owner to get a permit?

Mr. Davis stated they would be an outright use with no permit or license required, unless the commission recommended option 4.

Commissioner Onkels asked if any member of the commission had a conflict of interest regarding this issue. None were stated.

The hearing was opened to the public.

Michael Watters, Whatcom County: He and his wife own several businesses in Whatcom County. They provide jobs for over 100 people in the county. They maintain all proper licenses, insurance coverages, pay all required taxes and obey all regulations and laws. They have three vacation rentals in the county, two of which are on Lake Whatcom. They have operated the rentals for seven years without complaint or concern of the neighbors. They regularly receive 5 star reviews on the rentals. It is in their best interest and the best interest of the community to do so. They chose to turn the properties into vacation rentals from long term rentals because of so many problems with long term renters. They serve a need in the community. They are full year around. Most vacation rental owners abide by the current regulations. They are good neighbors. New rules are unnecessary. Rules are in place to handle the issues that come up. New rules will only create more problems than they will solve. The draft regulations would profoundly harm his successful, tax paying, law abiding, people employing business. There have reportedly been a few problems. What is a few? It is really a neighborhood dispute. The proposal won’t solve that problem. Is it the government’s role to intercede into this? In his opinion the critics make statements against vacation rentals without a lot of evidence or support of the claims.

Paul Taylor, Whatcom County: 99 percent of the vacation rentals are very professional. What he has seen has been more of a Health Department issue. A vacation rental in his neighborhood had a review posted in which they had 4 families, plus other relatives
staying in a three bedroom house on Lake Whatcom which is on a septic system. It was
his belief the septic system would not accommodate that many people. With that type of
use over time the system would fail. There should be some type of consideration given to
that.

Patrick Gallery, Whatcom County: It is important to him that these businesses be
conducted in a way that is good for Bellingham. He owns about 50 long term rental
properties in Bellingham. He also has a vacation rental. He would much rather rent the
vacation rentals to people than rent to long term renters. Vacation renters are generally
high quality people. It seems that the origin of the problem that has generated the
proposal has largely been a noise issue. The regulations do not address noise concerns.
Leave the code as is because the need to change it has not been demonstrated.

Christine Coder, Whatcom County: Has a vacation rental. They have consistently had
good renters with no complaints from the neighbors. The renters that come here spend
money in the county. There are a lot of existing rules and regulations that apply and the
proposal does not address the problems she has heard and are not necessary.

Kelvin Barton, Whatcom County: He and his wife have a vacation rental business in Birch
Bay. They are served by public utilities. They have the proper licensing and pay taxes on
the business. As the proposal is now written the limitation of only one rental per parcel
would close down several businesses that are now operating. Regarding bedrooms, all of
the Birch Bay rentals have sofa beds in them. Limiting the number of bedrooms, as stated
in the proposal, is not reasonable. It makes no sense that he can have 13 family
members stay in one of his rentals but can’t rent it out to that many. The proposal needs
more work.

Sally Harper, Whatcom County: She would like to see vacation rentals allowed but on one
acre or larger parcels. She is concerned about the watershed. She does not want to see
Lake Whatcom look like Birch Bay. When she bought her house 14 years ago the area was
very rural in character with a nice lifestyle. She never imagined she would have to
contend with renters and parties. The area has small lots and is not appropriate for
rentals. She has been upset by this activity for quite a while and hopes the county follows
the guidelines proposed and look at the zoning issues. Amendments should be devised to
protect the neighbors of vacation rentals, the guests and the environment. There are
safety issues, such as fire, that also need to be addressed. She lives on a substandard
private road which fire trucks will not travel on. Renters need to be aware of this. There
are no fire hydrants and fire sprinklers should be provided. The pond, meant for fires is
300 feet from the rental house. Septic rules seem very reasonable. Her past complaints
have been heard. The renters have been quieter and her privacy has been more
respected.

Paula Grant, Canada: She owns a vacation rental in Birch Bay. Lake Whatcom and Birch
Bay are two different things. Birch Bay is meant for vacation rentals. They follow the rules
and their guests follow the rules. She has not had any problems in three years. She
doesn’t believe septic tanks are an issue. This proposal is a waste of time.
Cindy Walker, Whatcom County: She owns a vacation home on three acres on Lake Whatcom. The house is vacant 50 percent of the year. They do not draw water from the lake, they have a private well. The septic field is far away from the lake. They have a business license they advertise on the vrbo rental site. They have insurance, pay taxes and hire employees. They take care to only rent to families in proportion to the size of the home. They feel the renters are respectful to the house and neighbors. There have not been any significant issues to date. The vacation rentals are positive for the county and should be left to govern themselves.

Helen Schoenfeld, Whatcom County: She lives in the Happy Valley neighborhood near the college rentals. She has a quiet rental cottage behind her home. There are rules for the rental and she has had no problems. The system doesn’t seem to be broken so there is no need for additional regulations.

Don Gustafson, Whatcom County: He and his wife have a vacation rental on Lake Whatcom. It is in the lower level of the house and they live on the upper level. Because they live in the house they know what goes on. They have rules regarding noise, number of people and hours they can use the beach. They have a five star rating. They have a state of the art septic system which is only three years old. They have never had any problems. The Sheriff has never been called to the residence. They have been accused of having weddings, 20 people in the rental, etc. all of which is not true. The average occupancy is 3 people. It is occupied about 30 percent of the year. They have been the focus of the complaints. They have done nothing wrong. They have tried to be good neighbors. The house next door is 46 feet away. He apologized for creating the issue, but again said they have done nothing wrong. This is a non-issue that is wasting everybody’s time. There does not need to be more regulations. There are already regulations regarding noise control, septic, traffic, parking, etc.

Greg Brown, Whatcom County: Stated option 1 is the best option. The commission should walk away from this and let private ownership take the lead in this. There doesn’t need to be more regulations.

Jane Terpsma, Whatcom County: She owns a vacation rental on Lake Whatcom. She prefers having the home as a vacation rental because the people take much better care of it than long term renters. The problems being addressed have more to do with a neighborhood squabble. There are already laws in place that address that. Don’t pass more rules and regulations.

Carol Perry, Whatcom County: Her daughter has a vacation rental on Orcas Island. She said it is a great experience. The commission has several times asked how many complaints have been received and have never been given an answer. None of the accusations seem true. Let these people work and thrive. They are bringing good things to the county. There are too many regulations which frustrates people.

Loni Rahm, Whatcom County: President and CEO of Whatcom County Tourism. She checked on all of the vacation rentals in the county to see if they were adhering to the standards of delivering exceptional experiences that the tourism industry expects. 95 percent of the reviews are 5 star. She doesn’t think the hotels in the county would achieve
that type of rating. She also stated she makes sure that people have a taxation obligation. If they are going to operate a business they should have a license and pay taxes which is a huge part of the county economy. It is not something to be taken lightly. If this segment of the industry was not respectful of the expectations of the tourism industry she would not be part of the industry today.

Peggy Gustafson, Whatcom County: Has a home on Lake Whatcom. Where are all of the people that were at the County Council meeting that stated they were against this? She has been here since 1980. She owns four businesses which employ a lot of people.

Dave Walker, Whatcom County: Stated he gets his septic system certified every year. The sewers are a non-issue.

The hearing was closed to the public.

Commissioner Taylor asked if existing vacation rentals, particularly in Birch Bay, would be grandfathered in, or would they be non-conforming.

Mr. Davis stated it depends on the circumstance. They may have been approved as other types of accommodations.

Commissioner Taylor wanted clarification that if something is not called out in the code than technically it is not allowed. Is this correct?

Mr. Personius stated that is the general interpretation but in this case what is permitted is a single family home. What goes on inside the home may or may not require approval.

Commissioner Taylor stated that the fine is $1,000 per day for non-compliance. There is also the stop work order process. Would that be the way to stop people from renting?

Mr. Personius stated it might be. He didn’t have specifics regarding the enforcement process.

Commissioner Taylor asked Mr. Gustafson what interactions he has had with the Sheriff’s Department.

Mr. Gustafson stated he has had no interactions with the Sheriff’s Department.

Commissioner Bell stated this is a solution in search of a problem. This should be governed by neighborhood associations and covenants rather than the county code. He has not heard enough evidence to determine that there is a problem. The problem that does exist seems localized. There is no need for more regulations. He supported option 1.

Commissioner Hunter asked Mr. Watters how the proposed regulations would negatively affect his business.
Mr. Watters stated he has two rental units which he does not reside on which would become a requirement. The other requirements would not impact him but he questioned if they were necessary.

Commissioner Honcoop asked Mr. Watters how many people he rents to.

Mr. Watters stated he rents the one bedroom unit to two people and the two bedroom unit to four, plus children. He has had a legal business for seven years and now the county is trying to make rules that don’t need to be there which will destroy the business or cause him to do something illegal which he won’t do.

Commissioner Bell asked Ms. Harper if she has done any work on the sub-standard road where her rental is.

Ms. Harper stated she has not done any work on it because she does not rent out her home.

Commissioner Bell asked if the proposed regulations address road issues.

Mr. Davis stated no, they only address the zoning code.

Commissioner Bell asked Ms. Harper if her house has a sprinkler system.

Ms. Harper stated no.

Commissioner Bell noted Ms. Harper does not have these requirements but she wants it for others. The regulations do not address this issue either. The regulations also do not address septic issues. The problems that he has heard are not addressed in the proposal. Why is the commission debating this?

Commissioner Honcoop moved to recommend approval of Option 1. Permitted outright as a single family dwelling. Allow rentals of any duration in residential zones without conditions. Commissioner Bell seconded.

Mr. Davis stated those five options are not being presented to the commission. They are only background of what was presented to the County Council. What staff is presenting is the amendments to zoning code. In such case the motion should be to not recommend approval of the proposed code amendments.

Commissioner Taylor spoke against the motion because it is out of order. He suggested a motion which creates a definition of a vacation rental unit, show all the permitted uses, and then strike all of the regulations. Basically what it does is make them permitted uses while right now the code is silent. Right now they are technically not allowed.

Commissioner Hunter asked why this type of business is being treated differently than other types of businesses such as bed and breakfasts or rental properties of other kinds which are very similar. Why is the fact that they bring in tourists and taxes any different than the other uses he mentioned?
Commissioner Elenbaas stated that just because the Planning Department doesn't regulate something doesn't mean it is unregulated. He does not believe long term rentals are called out in the code.

Commissioner Honcoop addressed Commission Hunter's comments by asking is this a perceived problem or a real problem? It does not rise to the level to justify the regulations being proposed. The thing that bothers him most about the dispute is Mr. Gustafson stating he has not had any Sheriff's involvement so what is the issue?

Commissioner Bell reiterated that if a use is not specified in the code the interpretation is that it is not allowed. He wants to see clarity in the code. Commissioner Taylor's suggestion would apply only to certain zones. How many vacation rentals operate outside those zones?

Mr. Davis stated that the industrial and commercial forestry zones are not listed as allowing vacation rentals. He does not know if any rentals are in the industrial zones and residences are not permitted in the commercial forestry zone.

Commissioner Bell noted that the zones not listed are the areas where people are not going to complain about vacation rentals so why would any zone be excluded?

Mr. Personius stated those zones not listed for allowing vacation rentals are those that are devoted to commercial and industrial uses and the county does not want them occupied with residential uses.

Commercial Honcoop stated they may still be there already.

Roll Call Vote on the motion to recommend approval of Option 1. Permitted outright as a single family dwelling. Allow rentals of any duration in residential zones without conditions: Ayes – Bell, Elenbaas, Honcoop; Nays – Hunter, McClendon, Onkels, Taylor, Teigrob, Vekved; Abstain – 0; Absent – 0. The motion failed.

Commissioner Taylor moved to recommend approval of the proposal as presented by staff with the following modifications: On each section related to where they are now permitted uses to strike the language saying it is subject to the requirements of section 20.80.960, to completely strike and remove the language related to the supplementary requirements for vacation rental units in 20.80.960. Commissioner Elenbaas seconded.

Commissioner Taylor stated it is government's role to have community conversation about these things. We need to set boundaries for each other so we can live together in peace. He didn't think what was before them was appropriate in that regard but he doesn't think that no regulation is the answer all of the time and this proposal is not right this time. He has no concern about the septic issues but maybe they need to reconsider it at a later date if it becomes an issue. He would hate for the state to make the county do it without the county having any say. He does believe there are some issues between neighbors and hopes they are contacting the proper authorities and perhaps that has not been occurring.
Staff did try to get statistics, which he appreciated, but the problem is they don’t exist. This does make it difficult for the commission to make a well informed decision. The commission is following the County Council in saying they would like these to be permitted.

Commissioner Vekved made a friendly amendment to the motion to change the definition to read: “Vacation rental unit” shall mean a dwelling unit or portion of a dwelling unit that, for compensation, is used to lodge individuals or families occupants for a period of less than thirty day, with no food service.

Commissioner Taylor seconded.

Commissioner Vekved stated the reason was because there was some confusion regarding the relationship of various tenants. They don’t need to be related to rent.

Mr. Davis stated the reason staff worded it the way they did was simply because that is how the bed and breakfast establishment definition reads.

Commissioner Honcoop stated he supported the proposed amendment.

Commissioner McClendon stated she would not support the amendment, it is clear the way it is.

Commissioner Taylor agreed with Commissioner McClendon.

Commissioner Teigrob stated she would vote against the amendment because occupant is not clear.

The vote on the motion to change the definition to read: “Vacation rental unit” shall mean a dwelling unit or portion of a dwelling unit that, for compensation, is used to lodge individuals or families occupants for a period of less than thirty day, with no food service failed.

Commissioner Honcoop made a friendly amendment to the motion to change the definition to read: “Vacation rental unit” shall mean a dwelling unit or portion of a dwelling unit that, for compensation, is used to lodge individuals and/or families occupants for a period of less than thirty day, with no food service.

Commissioner Teigrob seconded.

Commissioner Taylor stated he would not support the motion as he does not like and/or being used.

The motion failed.

Commissioner Bell wanted clarification of which zones would be excluded.

Commissioner McClendon asked if there is a single family home in a zone that is not listed in the proposal would the code allow a vacation rental?
Regular Meeting

Mr. Davis stated it would probably be interpreted the way it is now which is yes it would be allowed.

Commissioner McClendon then stated it doesn’t matter that all the zones aren’t listed.

Mr. Davis stated that having them listed in the code would provide clarity.

Commissioner Hunter agreed that it provides more strength having them listed. The general presumption is if it’s not listed it is not allowed which is subject to debate.

Commissioner Honcoop stated that part of the motion could be to state they are allowed in other zones that allow residential use as an allowed or accessory use. Staff could then review the list to make sure all are included.

**Commissioner Honcoop made a friendly amendment to have staff review the other zones that have allowed residential or accessory use and add them to the list of outright allowable or accessory uses for vacation rentals. Commissioner Bell seconded.**

Mr. Davis asked Commissioner Honcoop to clarify that he meant zones where single family residential is a permitted use.

Commissioner Honcoop stated yes.

Commissioner McClendon stated it is important to honor the intent of the zones. We don’t want to be encouraging residential uses in non-residential zones.

**The vote on the motion carried.**

Vote on the main motion to recommend approval of the proposal as presented by staff with the following modifications-On each section related to where they are now permitted uses to strike the language saying it is subject to the requirements of section 20.80.960, to completely strike and remove the language related to the supplementary requirements for vacation rental units in 20.80.960. Roll Call Vote: Ayes – Bell, Elenbaas, Honcoop, McClendon, Onkels, Taylor, Teigrob, Vekved; Nays – Hunter; Abstain – 0; Absent – 0. The motion carried.

Commissioner Elenbaas asked staff if this proposal was going to get presented to council as the Planning Commission’s recommendation or another case of two recommendations?

Mr. Personius stated staff will pass on the commission’s recommendation.

Commissioner Bell asked what process brought the issue before the commission.

Mr. Personius stated the County Council and County Executive asked the commission to review it.
Unfinished Business

There was no unfinished business.

The meeting was adjourned at 8:35 p.m.

Minutes prepared by Becky Boxx.

WHATCOM COUNTY PLANNING COMMISSION ATTEST:

David Onkels, Chair

Becky Boxx, Secretary
Commissioner Bell moved to not approve the proposal at this time. That it be sent back to staff for resolution of the issues. Then bring it back for a public hearing once all issues have been resolved. Commissioner Elenbaas seconded.

Commissioner Taylor moved to amend the motion to simply refer the proposal back to staff for further work. Commissioner Honcoop seconded.

Commissioner Honcoop moved to amend the motion to close the public hearing. Commissioner Bell seconded.

Commissioner Vekved agreed with closing the hearing and having another hearing when the issues are resolved.

Commissioner Hunter stated he sees a benefit to continuing conversation in the community. The hearing should be left open and continued to a later date.

Commission Taylor agreed the hearing should be left open and continued to a date certain. He noted the applicant did not speak during the hearing for whatever reason.

Commissioner Bell felt it was a waste of time to leave the record open and not have the issues resolved. He wants to know that the council has properly docketed the proposal before going through the procedure of leaving the hearing open. The communication will still happen.

Commissioner Taylor asked if this issue should not move forward is there time for a person to apply again on the issue.

Mr. Davis stated the deadline for submitting a new application is December 31.

Vote on the amendment to close the public hearing failed.

Vote on the amendment to refer the proposal back to staff for further work carried.

Vote on the amended main motion to refer the issue back to staff and leave the hearing open to a date certain (February 26, 2015) carried.

Work Session

File #PLN2014-00020: Proposed amendments to the Official Whatcom County Zoning Code (Title 20) to define and regulate short-term rentals of residential units.

Gary Davis presented the staff report.

The zoning code currently does not list vacation/short term rentals as a distinct land use that are either prohibited or permitted. The zoning code does define and regulate transient room rentals in the form of bed and breakfast, rooming house and hotel uses. In September 2014 staff compiled a list of potential options for regulating vacation rentals
from a land use standpoint and discussed them with the County Council Planning and
Development Committee (P&D Committee). Staff presented five options: 1-Permit
outright as a single family dwelling; 2-Permit them with performance standards; 3-Permit
in specified locations with performance standards; 4-Permit with registration/licensing
requirement; 5-Outright prohibition. Staff distributed to the commission a white paper
was done by the firm of Robinson & Cole in 2011. It is a much more complete description
of what other jurisdictions do across the country. At the discussion with the P&D
Committee and other council members they expressed a preference towards option 2-
Permit them with performance standards. The current draft amendment would add
vacation rentals as an accessory use to a single family dwelling in the Urban Residential
(UR), Urban Residential-Mixed Density (URM), Urban Residential Mixed District (URMX),
Residential Rural (RR), Rural Residential Island (RRI), Point Roberts Transitional Zone
(TZ), Resort Commercial (RC), Small Town Commercial (STC), Agricultural (AG) and Rural
(R) zones subject to a series of standards that would be listed in the supplemental
requirement section of the zoning code. These are the zones where bed/breakfast
establishments are currently permitted as an accessory use. The draft also adds a
definition of vacation rentals to distinguish them from long term rentals. The definition
uses 30 days as the vacation rental threshold which is consistent with the transient
occupancy definition and bed and breakfast definition. The definition also specifies no food
service to distinguish them from bed and breakfast uses.

Commissioner Bell asked if there is a greater problem then there are with long term
rentals.

Mr. Davis stated that from time to time there are complaints regarding vacation rentals.
He did not know if it is greater than for long term rentals.

Commissioner Bell requested staff provide some evidence of the problem.

Commissioner Taylor would like to hear from the community at some point to determine
what the issues are so he can understand them better.

Commissioner Bell stated a lot of what is proposed is law enforcement issues so there is
no need to put them in the code.

Mr. Davis stated that right now enforcement of the unruly house ordinance is handled by
the Sheriff’s Office. When the zoning enforcement staff is apprised of the issues they state
there is nothing in the zoning code that they can enforce. What this would do is put a
condition on being able to have a vacation rental. Under the proposed 20.80.960(A) if it
becomes clear that the vacation rental is not operated in a way that will prevent
unreasonable disturbances this would be another tool the county has.

Commissioner Bell stated the issue should be handled the old fashioned way in which you
talk to your neighbor if there a problem.

Commissioner McClendon stated renters have no commitment to the neighborhood so
problems can’t always be handled that way, whereas if it is an owner occupied occasional
rental of a room would be different. That needs to be made clear.
Commissioner Taylor stated not all people feel comfortable talking to their neighbor if there is an issue or the neighbor may not comply with a request. In those cases where law or code enforcement need to be contacted to address it it is important to insure they have the ability to enforce or nothing will be resolved. He was concerned over the maximum number of people being permitted being only 2. This would not allow adults with small children. He would like this revised.

Mr. Davis stated the number of occupants was discussed with the P&D Committee. The proposal originally listed 3 occupants but the committee suggested 2 because that aligned with septic tank design guidelines which are based on the number of bedrooms.

Commissioner Honcoop stated the septic design requirements do not limit the amount of people per bedroom. That is not a good way to measure the amount of people allowed. Long term renters have two county agencies looking at what they do. Why is the Planning Department all of a sudden taking on this policing role? If there is a disturbance during the night the code compliance people aren’t going to go take care of it.

Commissioner Elenbaas asked it the Planning Department really wants to police this. Do they have the resources? Why would they want the authority? Regarding 20.80.960(4) who makes the call and what is the threshold? They are not defined.

Mr. Davis agreed it would be difficult to create a threshold. It would be up to enforcement staff to make the determination.

Commissioner Elenbaas stated that in order for the county to avoid a lawsuit they should define what the threshold is.

Mr. Davis stated some jurisdictions require rules posted on the site.

Commissioner Elenbaas asked if the one required off-street parking space is above and beyond what a typical residence would be required to have. It seems excessive.

Mr. Davis stated this is the first draft and there is room for changes.

Commissioner Teigrob asked if the county has been getting complaints about the same house.

Mr. Personius stated it is his understanding there has been a few places that are of particular concern. The public would have to give more specifics.

Commissioner Bell stated a nuisance could be anything. It is so subjective. How many calls does the county get regarding repeat offenders?

Commissioner Vekved noted that 20.80.960(3) seems to be the only provision not addressed anywhere else in the code so why bother with all of this. It seems like a law enforcement issue.
Commissioner Hunter wanted to know if there is really a problem that requires attention. Law enforcement might not be the ideal solution if the problem is places being rented to people in a very short term so there is different people there all of the time. Going to the owner may be a more effective way of addressing the issue.

Commissioner McClendon asked what the code provisions are for a disorderly house. Is it enforced against the people in the house or the owners?

Mr. Davis read from the disorderly house code language which states: “It shall be unlawful for any person who owns, leases, operates or otherwise in control of any premises to willfully make, continue or cause to be made or continue any loud or unusual noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to reasonable person of normal sensitivities residing in the area.”

Commissioner Hunter asked who enforces that code.

Mr. Davis stated the Sheriff’s Office does.

Commissioner McClendon asked the penalty.

Mr. Davis stated it is a misdemeanor.

Commissioner Honcoop asked who the actual offender is. The provision stated by Mr. Davis allows for due process because it is through the Sheriff’s Office. They don’t have due process rights if it is an enforcement issue under PDS.

Commissioner Hunter stated that is not true.

Commissioner Vekved left the meeting at 9:00 pm.

Mr. Personius stated there are appeal options in the code. Staff works with the offender to try to get them into compliance. If this was put into code there would be outreach to the vacation rental community to make them aware of the code so PDS doesn’t have to do enforcement.

Commissioner Honcoop stated they are not the same. Under PDS code the person is presumed guilty until they can prove otherwise.

Commissioner Taylor asked if under the code if an issue is silent doesn’t that mean it is not permitted.

Mr. Personius stated typically in uses that is correct. It may also be stated that we simply don’t address it in which case it is presumed to be prohibited.

Commissioner Taylor stated his feeling is people would rather go through a civil process than a criminal process. It is interesting to hear statements the criminal process is the way it should be. The civil process is still due process. He also stated he noticed
comments in the packet that someone mentioned they have a business license which is
required by the county. Is that true?

Mr. Davis stated they are licensed through the state. It is not a county license. The county
could look at that option.

Commissioner Taylor stated he would like to get the public’s comments on the proposal.

Mr. Davis stated that at the P&D Committee meeting there were a number of people
present from all sides of the issue. He will contact those people when the public hearing
takes place so they can give their opinion.

Mr. Personius stated the PDS staff is creating new code language regarding enforcement
procedures. It will be reviewed by the commission in 2015. It will address a lot of the
questions the commission has. Compliance is complaint driven. A complaint is received
and the staff then makes a determination to proceed or not. If they decide to proceed
they then work with the person to resolve the issue. It can be a long process.

Commissioner Honcoop stated again that the person has to prove they are not guilty.
There is no hearing to determine guilt or innocence. They have to keep appealing over
and over until they finally give up.

Commissioner Bell asked why the county did not shut down the vacation rentals the same
way they did weddings and special events.

Mr. Personius stated because for vacation rentals the underlying use is a residence. What
goes on inside the house is currently not regulated.

Commissioner Bell stated this could be used as a tool if someone doesn’t like his neighbor.

Commissioner Taylor stated this is about a balance between communities.

Commissioner McClendon asked if staff can compile a list of the complaints they have
received.

Commissioner Elenbaas would like to see complaints against long term versus short term
renters.

Mr. Davis will see what he can get from PDS and check with the Sheriff’s Office to see
what they may have.

Commissioner Elenbaas asked what the penalty will be for being out of compliance.

Mr. Personius will work with staff to outline the processes and procedures.

Commissioner Honcoop asked why have this code when on the Sheriff’s side there are
trained officers who know what to do and know what the rights of the citizen are. On the
PDS side there is different level of training, a different standard and people aren’t
necessarily treated fairly. They sometimes know what they want the outcome to be and
the public is treated as such. The rules are written to benefit the enforcement staff. Then
there is the question of is the home a vacation rental or are relatives being allowed to
stay there? How is that determined? It puts the county in an awkward position. This is a
great tool to get your neighbors out. We create rules that invite complaints. Not all
complaints are legitimate. Maybe half are.

Commissioner Taylor clarified the issue of relatives versus renters. The definition of
vacation rental states it shall mean “A dwelling unit or portion of a dwelling unit that for
compensation is used to lodge individuals or families for a period of less than 30 days with
no food service.”

Commissioner Hunter stated he was amazed that the commissioners would rather have
law enforcement deal with an issue that is not that big.

Commissioner Honcoop stated it is because the issue would be resolved at that moment.

Commissioner Hunter disagreed.

Commissioner Taylor stated it is harder to deal with the long term solution if you are
always focused on the person renting. It is a fleeting situation. If there is an issue that is
being addressed it would be easier to put the onus on the person who owns the property.
This is a business and responsible business owners will try to do the right thing. The
proposal seems sensible. Commissioner Taylor asked those in attendance their thoughts
on the proposal.

Eli and Bethany (inaudible) Whatcom County: They own three vacation rentals in the
Snowline Community. Owners don’t knowingly rent to partiers. They have a rapport with
their renters and communicate with them numerous times.

Commissioner Taylor asked their thoughts on the proposal.

Eli and Bethany stated they have an issue with the limit to the number of vacation homes
on a lot. They would immediately be non-conforming if the rules passed. All of the other
issues listed they already do. The requirement regarding the maximum number of people
per room would also be an issue for them.

Commissioner Elenbaas asked Eli and Bethany if this would help or hurt them.

They commented it would hurt them.

Ryan Lormer, Whatcom County: Owns three vacation rentals. All of the rules about quiet
time and respecting of neighbors are emailed to the renters and also stated in the house.
A lot of what is being proposed is already taken care of. Occasionally there are problems
but the neighbors will let them know about it. They have never had an enforcement issue.
The county rents out cabins at Silver Lake with much less regulations. They take the
rental business seriously and there is a lot of liability that goes along with it. They also
have a concern with the limit on the number of people.
Commissioner Taylor stated the proposal is not trying to address the 99.9 percent of people who follow the rules. We are trying to address a few problems. But how do you deal with them if there is no ability in the code? He would suggest removing the language regarding the number of units on a lot. There are already other regulations that address that. There should be an adjustment to the number of people per room, recognizing the difference between adults and children. What we are trying to do is put into code what these people are doing already so it won’t impact those people.

Commissioner Bell stated there will be a reaction to new regulations when the situation seems to be handling itself very well. Who is going to enforce this? It is a structure that is completely unnecessary.

Commissioner Elenbaas stated it is bad for business if the owners are having problem renters. He thinks Option 1 is appropriate. The issue seems way out of the span of control for the Planning Department. This is a Sheriff’s Office issue.

Mrs. Lormer stated in the Snowline and Glacier subdivisions they have a noise ordinance so a lot of these issues are already taken care of.

Commissioner Honcoop stated that if self-policing is already going on why does Whatcom County need to step in and regulate these? These types of regulations tend to get bigger and start catching people in a net that don’t deserve to be there.

Commissioner Taylor asked staff if they support moving forward with the regulations. Who wanted this done?

Mr. Personius stated it arose from complaints to the County Council and Executive so they asked staff to bring it forward for discussion.

Commissioner Taylor stated that makes it clear that it is not staff wanting to do this.

Commissioner Hunter stated that not having rules is the same as saying there should be no criminal laws because most people are good and don’t break the law.

Commissioner Bell responded by saying that is not the issue. The issue is threshold. If the issue has risen to a point where it needs to be regulated then it’s fine to do so.

Mr. Personius stated he realizes the Glacier area does a good job of self-policing and they don’t have concerns with that area. The complaints mainly come from neighborhoods on Lake Whatcom.

Mr. Davis stated what staff is trying to do is add clarity to the code on this issue.

Unfinished Business

Commissioner Bell resigned as parliamentarian. A new parliamentarian will be elected at the business meeting in February.
The meeting was adjourned at 10:05 p.m.

Minutes prepared by B. Boxx.

WHATCOM COUNTY PLANNING COMMISSION ATTEST:

David Onkels, Chair

Becky Boxx, Secretary
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<th>CLEARANCES</th>
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**RECEIVED**

APR 21 2015

WHATCOM COUNTY COUNCIL

**TITLE OF DOCUMENT:** New Jail Project Presentation

**ATTACHMENTS:**

<table>
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<th>SEPA review required?</th>
<th>(   ) Yes</th>
<th>(   ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>(   ) Yes</th>
<th>(   ) NO</th>
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<tbody>
<tr>
<td>SEPA review completed?</td>
<td>(   ) Yes</td>
<td>(   ) NO</td>
<td>Requested Date:</td>
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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)

Executive Louws respectfully requests the opportunity to provide another update on the new jail project plan progress

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

<table>
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<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.
TITLE OF DOCUMENT: Ordinance granting Sound Internet Services, Inc., a non-exclusive franchise for the provision of telecommunications services.

ATTACHMENTS: 1. Cover Memo
2. Ordinance

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

Should Clerk schedule a hearing? (X) 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.)

RCW 36.55.040, Whatcom County Charter Section 9.30, and Whatcom County Code 12.24 provides for the granting of franchises to public and private utility companies for use of County Rights-of-Way. This is a new franchise allowing for use and presence in County Rights-of-Way in order to provide telecommunications services.

COMMITTEE ACTION: 

COUNCIL ACTION:
3/31/2015: Introduced 6-0, Kremen absent

Related County Contract #: 

Related File Numbers:

Ordinance or Resolution Number:

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

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

THROUGH: Joseph P. Rutan, P.E., Interim Director

FROM: Andrew Hester, Public Works Real Estate Coordinator

RE: Franchise for Sound Internet Services, Inc.

DATE: March 16, 2015

- **Requested Action**
  Adopt an ordinance that grants a franchise to Sound Internet Services, Inc.,
  allowing it to use and be present in County Rights of Way in order to provide
  telecommunication services per the terms of the franchise Agreement, under RCW

- **Background and Purpose**
  Sound Internet Services, Inc. is applying for a new franchise agreement for the
  purposes of utilizing County rights of way to provide telecommunications services.

Please contact Dan Gibson at extension 50703 if you have any questions or
concerns regarding the terms of this agreement.

Encl.
ORDINANCE NO. ________________

GRANTING SOUND INTERNET SERVICES, INC., A NON-EXCLUSIVE FRANCHISE FOR THE
PROVISION OF TELECOMMUNICATIONS SERVICES.

WHEREAS, Sound Internet Services, Inc., ("Grantee") has applied to Whatcom County
("County") for a non-exclusive franchise for the right of entry, use, and occupation of the public
Rights-of-Way within the County, expressly to install, construct, erect, operate, maintain,
repair, relocate and remove its Facilities in, on, upon, along and/or across those Rights-of-Way
for purposes of offering and providing Telecommunications Services utilizing said Facilities
("Grantee Services"); and

WHEREAS, RCW 36.55.010, Whatcom County Charter Section 9.30, and Whatcom
County Code Chapter 12.24 address the requirements pertaining to the granting of franchises
by the County; and

WHEREAS, said application has come on regularly to be heard by the County Council on
the ___ day of ____________, 2015, and notice of this hearing has been duly published on
the ___ day of ____________, 2015, and the ___ day of ____________, 2015, in the
Bellingham Herald, a daily newspaper published in Whatcom County having county-wide
circulation; and

WHEREAS, from information presented at such public hearing, and from facts and
circumstances developed or discovered through independent study and investigation, the
County Council now deems it appropriate and in the best interest of the County and its
inhabitants that a franchise be granted to Grantee.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a non-
exclusive franchise set forth in the language herein below, Sections 1 through 24, is hereby
granted to Sound Internet Services, Inc., for a period of twenty five (25) years in order that it
may install, construct, erect, operate, maintain, repair, relocate and remove its Facilities in, on,
upon, along and/or across those Rights-of-Way for purposes of offering and providing
Telecommunications Services utilizing said Facilities

Section 1. Grant of Franchise Right to Use Franchise Area.

A. Subject to the terms and conditions stated herein, County hereby grants to
Grantee a franchise as set forth in this Ordinance (this "Franchise"), including permission to
enter, use and occupy the Rights-of-Way within unincorporated Whatcom County as now or
hereafter constituted (the "Franchise Area").
B. Grantee is authorized to install, remove, construct, erect, operate, maintain, relocate and repair the Facilities necessary or convenient for Grantee Services and all appurtenances thereto (collectively, “Grantee Facilities”) in, along, under and across the Franchise Area.

C. This Franchise does not authorize the use of the Franchise Area for any facilities or services other than Grantee Facilities and Grantee Services as provided herein, and it extends no right or privilege relative to any facilities or services of any type, including Grantee Facilities and Grantee Services, on private property within County. This Franchise does not authorize the Grantee to provide “cable services” (as such term is defined in federal law), and if Grantee or anyone using Grantee’s Facilities desires to offer “cable services” in the future, a further agreement with the County will be required prior to providing such service.

D. This Franchise is non-exclusive and does not prohibit County from entering into other agreements, including other franchises, impacting the Franchise Area, unless County determines that entering into such agreements interferes with Grantee’s rights set forth herein.

E. Except as explicitly set forth herein, this Franchise does not waive any rights that County has or may hereafter acquire with respect to the Franchise Area or any other County roads, Rights-of-Way, property, or any portions thereof. This Franchise shall be subject to the power of eminent domain, and in any proceeding under eminent domain, Grantee acknowledges its use of the Franchise Area shall have no value.

F. County reserves the right to change, regrade, relocate, abandon, or vacate any Right-of-Way within the Franchise Area. If, at any time during the term of this Franchise, County vacates any portion of the Franchise Area containing Grantee Facilities, County shall reserve an easement for public utilities within that vacated portion within which Grantee may continue to operate any existing Grantee Facilities under the terms of this Franchise for the remaining period set forth under Section 3.

G. Grantee agrees that its use of Franchise Area shall at all times be subordinate and subject to County’s and the public’s need for municipal infrastructure, travel, and access to the Franchise Area, except as may be otherwise required by law.
Section 2. Notices.

A. Written notices to the parties shall be sent by certified mail to the following addresses, unless a different address shall be designated in writing and delivered to the other party.

County: County Executive
         Whatcom County Courthouse
         311 Grand Ave., Suite 108
         Bellingham, WA 98225

Grantee: Sound Internet Services, Inc.
         Db: Pogozone Internet
         114 Magnolia Street
         Bellingham, WA 98225
         Attention: JD Sinclair

B. Any changes to the Grantee’s information shall be sent to County’s Public Works Director referencing the title of this agreement.

C. The Grantee’s voice numbers shall be staffed at least during normal business hours, at least from 8:00 a.m. to 5:00 p.m., Pacific Time Zone.

In all cases, “normal business hours” must also include some evening hours at least one night per week and/or some weekend hours.

Section 3. Term of Franchise.

A. This Franchise shall run for a period of twenty five (25) years, from the date of execution specified in Section 5.

B. If the parties fail to formally renew this Franchise prior to the expiration of its term or any extension thereof, the obligations and privileges of this Franchise shall nonetheless continue in full force and effect until renewed or otherwise terminated by either party through written notice to that effect.

Section 4. Definitions.

For the purpose of this Franchise:

“Affiliate” means, with respect to any Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the
power to direct, or cause the direction of, the management policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Emergency" means a condition of imminent danger to the health, safety and welfare of persons or property located within County including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots, acts of terrorism or wars.

"Facilities" means such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the telecommunications system.

"Maintenance" or "Maintain" means examining, testing, inspecting, repairing, maintaining and replacing the existing Grantee Facilities or any part thereof as required and necessary for safe operation.

"Person" means any individual, sole proprietorship, partnership, association, corporation or other form of organization authorized to do business in the State of Washington, and includes any natural person.

"Relocation" means permanent movement of Grantee Facilities required by County, and not temporary or incidental movement of such facilities, or other revisions Grantee would accomplish and charge to third parties without regard to municipal request.

"Right-of-Way" (pluralized as "Rights-of-Way") means the surface and the space above and below streets, roadways, highways, avenues, courts, lanes, alleys, sidewalks, easements, rights-of-way and similar public properties and areas.

"State" means the State of Washington.

"Telecommunications Service" has the same meaning as "Telecommunications service" as defined under 47 U.S.C. § 153 (2012).

Section 5. Acceptance of Franchise.

A. This Franchise, and any rights granted hereunder, shall not become effective for any purpose unless and until Grantee files with the Whatcom County Council the Statement of Acceptance, attached hereto as Exhibit A (the "Franchise Acceptance"). The date that the Franchise Acceptance is filed with the County Council shall be the effective date of this Franchise.

B. Should Grantee fail to file the Franchise Acceptance with the County Council within 30 days after the effective date of this ordinance, the Franchise will automatically terminate and shall be null and void.
Section 6. Construction and Maintenance.

A. Grantee shall apply for, obtain, and comply with the terms of all permits required under Whatcom County Code 12.16, 12.24, 12.27, 12.28, 12.30, and any other pertinent provisions of law as may hereafter apply, for any work done on Grantee Facilities. Grantee shall comply with all applicable County, State, and federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner consistent with the standards of the telecommunications industry.

B. Grantee agrees to use commercially reasonable efforts to coordinate its activities with County and all other utilities located within the Franchise Area.

C. County expressly reserves the right to prescribe how and where Grantee Facilities shall be installed within the Franchise Area and may from time to time, pursuant to the applicable sections of this Franchise, require the removal, Relocation and/or replacement thereof in the public interest and safety at the expense of Grantee.

D. Upon prior written approval of County and in accordance with County ordinances, Grantee shall have the authority, but not the obligation, to reasonably trim trees upon and overhanging streets, Rights-of-Way and places in the Franchise Area so as to prevent the branches of such trees from coming in physical contact with Grantee Facilities. Grantee shall be responsible for debris removal from such activities. If such debris is not removed within twenty-four (24) hours of completion of the trimming, County may, at its sole discretion, remove such debris and charge Grantee for the cost thereof. This section does not in any instance grant automatic authority to clear vegetation for purposes of providing a clear path for radio signals. Any such general vegetation clearing will require a land clearing permit.

E. Consistent with Section 12.16, 12.24, 12.27, 12.28, and 12.30 of the Whatcom County Code, in case of any disturbance of any road, pavement, sidewalk, driveway or other surfacing, the Grantee shall, at its own cost and expense and in a manner approved by the County, replace and restore all paving, sidewalk, driveway, landscaping or surface, promptly and in as good condition as before said work was commenced and in accordance with standards for such work set by the County and the County Code. If Grantee fails, neglects or refuses to make restorations as required under this Section, then the County may do such work or cause it to be done, and the cost thereof to the County shall be paid by Grantee.

F. Grantee shall maintain all aboveground improvements that it places on County Rights-of-Way pursuant to this franchise. In order to avoid interference with the County’s ability to maintain its roads and associated Rights-of-Way, Grantee shall provide a clear zone of five feet on all sides of such improvements. For these purposes, “clear zone” means an area that is mowed or otherwise maintained so that the Facilities are readily visible to County maintenance operations. If Grantee fails to comply with this provision, and by its failure property is damaged, then Grantee shall be responsible for all damages caused thereby.
G. Grantee shall maintain a minimum underground horizontal separation of five (5) feet from County water facilities and ten (10) feet from above-ground County water facilities; provided, that for development of new areas, County, together with Grantee and other utility purveyors or authorized users of Rights-of-Way, will develop and follow the Public Works Director’s determination of a consensus for guidelines and procedures for determining specific utility locations, subject additionally to this Franchise.

H. Before any work is performed under this Franchise which may affect any existing monuments or markers of any nature relating to subdivisions, plats, roads and all other surveys, the Grantee shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the Grantee’s operations under this Franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the Grantee. A complete set of reference notes for monuments and other ties shall be filed with the County Engineer’s Office.

Section 7. Repair and Emergency Work.

In the event of an Emergency, Grantee may commence such repair and Emergency response work as required under the circumstances, provided that Grantee shall notify the County Public Works Director in writing as promptly as possible, before such repair or Emergency work commences, or as soon thereafter as possible, if advance notice is not practical. County may act, at any time, without prior written notice in the case of Emergency, but shall notify Grantee in writing as promptly as possible under the circumstances.

Section 8. Damages to County and Third-Party Property.

Grantee agrees that should any of its actions under this Franchise materially impair or damage any County property, survey monument, or property owned by a third-party, Grantee will restore, at its own cost and expense, said property to a safe condition. Such repair work shall be performed and completed to the reasonable satisfaction of the County Engineer.

Section 9. Location Preference.

Any structure, equipment, appurtenance or tangible property of a utility, other than Grantee’s, which was installed, constructed, completed or in place prior in time to Grantee’s application for a permit to construct Grantee Facilities under this Franchise shall have preference as to positioning and location with respect to Grantee Facilities. However, to the extent that Grantee Facilities are completed and installed prior to another utility’s submittal of
a permit for new or additional structures, equipment, appurtenances or tangible property, then Grantee Facilities shall have priority. These rules governing preference shall continue in the event of the necessity of relocating or changing the grade of any County road or Right-of-Way. A relocating utility shall not necessitate the relocation of another utility that otherwise would not require Relocation. This Section shall not apply to any County facilities or utilities that may in the future require the Relocation of Grantee Facilities. Such Relocations shall be governed by Section 11.

Section 10. Grantee Information.

A. Grantee agrees to supply, at no cost to County, any information reasonably requested by the Director of Public Works to coordinate municipal functions with Grantee’s activities and fulfill any municipal obligations under State law. Said information shall include, at a minimum, as-built drawings of Grantee Facilities, installation inventory, and maps and plans showing the location of existing or planned facilities within County. Said information may be requested either in hard copy and/or electronic format, if reasonably possible in a format compatible with County’s database system, as now or hereinafter existing, including County’s Geographic Information Service (GIS) data base. Grantee shall use its commercially reasonable efforts to keep the Public Works Director informed of its long-range plans for coordination with County’s long-range plans.

B. The parties understand that Washington law limits the ability of County to shield from public disclosure any information given to County. Accordingly, the County will endeavor in good faith to provide Grantee reasonable notice of any request for public disclosure of information of Grantee to allow Grantee to take such actions as Grantee may determine and at Grantee’s sole cost and expense to prevent or limit such disclosure. Grantee shall indemnify and hold harmless County for any loss or liability for costs and for attorneys’ fees because of non-disclosures requested by Grantee under Washington’s open public records law, provided reasonable notice and opportunity to defend was given to Grantee or Grantee is made aware of a pending request or claim.

Section 11. Relocation of Grantee Facilities.

A. Except as otherwise so required by law, Grantee agrees to Relocate, remove, or reroute its facilities as ordered by the County Engineer at no expense or liability to County and within the time frame established by the County Engineer, which time frame shall be reasonably determined and which shall in no event be less than sixty (60) days following the date of written notice of such order. Any determination to require the Relocation of Grantee Facilities shall be made in a reasonable, uniform and non-discriminatory manner. Any County funds used to reimburse costs incurred by any Person in connection with any relocation shall be allocated in a reasonable, uniform and non-discriminatory manner. Pursuant to the provisions of Section 14, Grantee agrees to protect and save harmless County from any customer or third-party claims for service interruption or other losses in connection with any such change, Relocation, abandonment, or vacation of public property.
If Grantee fails, neglects or refuses to remove or relocate its facilities as directed by the County; or in emergencies or where public health and safety or property is endangered, the County may do such work or cause it to be done, and the cost thereof to the County shall be paid by Grantee. If Grantee fails, neglects or refuses to remove or relocate its facilities as directed by another franchisee or utility, that franchisee or utility may do such work or cause it to be done, and if Grantee would have been liable for the cost of performing such work, the cost thereof to the party performing the work or having the work performed shall be paid by Grantee.

B. If a readjustment or Relocation of Grantee Facilities is necessitated by a request to Grantee from a Person other than County, that party shall pay Grantee the actual costs thereof.

C. Grantee and the County acknowledge and commit to fully comply with their respective obligations, as the same may arise from time to time, under Chapter 19.122 RCW (Underground Utilities Locator Statute) or any other law applicable to determining the location of utility facilities.

Thus, before commencing any work within the Franchise Area, Grantee shall comply with the One Number Locator provisions of RCW Chapter 19.122 to identify existing utility infrastructure.

D. Design locate marks will be placed in the same three (3) day time frame as construction locate marks.

Section 12. Abandonment and or Removal of Grantee Facilities.

A. Within one hundred and eighty (180) days of Grantee’s permanent cessation of use of Grantee Facilities, or any portion thereof, Grantee shall, at County’s discretion, either abandon in place or remove the affected facilities.

B. The parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise.

Section 13. Undergrounding.

A. The parties agree that this Franchise does not limit County’s authority under federal law, State law, or local ordinance, to require the undergrounding of utilities.

B. Whenever County requires the undergrounding of aerial utilities in the Franchise Area, Grantee shall underground Grantee Facilities in the manner specified by the County Engineer, with payment therefor consistent with the provisions of RCW 36.88.410 et ff. Where other utilities are present and involved in the undergrounding project, Grantee shall be required to pay only its fair share of common costs borne by all utilities, in addition to the costs
specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trenching and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

Section 14. Indemnification and Hold Harmless.

A. Grantee shall defend, indemnify and hold the County and its officers, officials, agents, employees, and volunteers harmless from any and all claims, demands, suits, actions, costs and expenses, including but not limited to attorney’s fees, made against it by any third party on account of injury or damage to the person or property of another, but only to the extent such injury or damage is caused by the actions or failure to act of Grantee, its agents, servants or employees in exercising the rights granted to Grantee in this Franchise; provided, however, that in the event any such claim or demand be presented to or filed with the County, the County shall promptly notify Grantee thereof, and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand; provided further, that in the event any suit or action is begun against the County based upon any such claim or demand, the County shall likewise promptly notify Grantee thereof, and Grantee shall have the right, at its election and at its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election. Notwithstanding the foregoing, if damages to another or others result from concurrent negligence of Grantee and the County, Grantee and the County shall each be responsible for and this indemnification provision shall be operative so that each party bears the proportionate share attributable to its own negligence. In case judgment which is not appealed shall be rendered against the County in such suit or action, Grantee shall fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined. Upon Grantee’s failure to satisfy said judgment within ninety (90) days, the County may elect to terminate this Franchise pursuant to the terms of Section 19 herein. The provision for reimbursement of the County shall survive the termination of this Franchise.

B. County shall defend, indemnify and hold Grantee harmless from any liability arising out of or in connection with any damage or loss to Grantee Facilities caused by the willful misconduct or gross negligence of County, except to the extent any such damage or loss is directly caused by the negligence of Grantee, or its agents.

C. Grantee acknowledges that neither County nor any other public agency with responsibility for firefighting, Emergency rescue, public safety or similar duties within County has the capability to provide trench, close trench or confined space rescue. Grantee, and its agents, assigns, successors, or contractors, shall make such arrangements as Grantee deems fit for the provision of such services. Grantee shall hold County harmless from any liability arising out of or in connection with any damage or loss to Grantee for County’s failure or inability to provide such services, and, pursuant to the terms of Section 14(A), Grantee shall indemnify County against any and all third-party costs, claims, injuries, damages, losses, suits, or liabilities based on County’s failure or inability to provide such services.
D. Acceptance by County of any work performed by Grantee shall not be grounds for avoidance of this section.

Section 15. Insurance.

A. Grantee shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Grantee, its agents, representatives, or employees in the amounts and types set forth below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit. Coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury and liability assumed under an insured contract. County shall be named as an additional insured under Grantee’s Commercial General Liability insurance policy with respect to the work performed under this Franchise.

3. Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Grantee’s insurance coverage shall be primary and non-contributory insurance as respects County. Any insurance, self-insurance, or insurance pool coverage maintained by County shall be in excess of Grantee’s insurance and shall not contribute to or with it to satisfying any claim or judgment covered hereunder. Grantee’s insurance shall also waive any rights of subrogation against the County and its agents as it pertains to the scope of this agreement.

C. Grantee shall furnish County with certificates of the foregoing insurance coverage with a copy of amendatory endorsements, including but not necessarily limited to the additional insured endorsement.

D. Grantee shall have the right to self-insure any or all of the above-required insurance. Any such self-insurance is subject to approval by County, and in the event such approval is not obtained, Grantee shall carry such coverage as is herein provided.

E. Grantee’s maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit County’s recourse to any remedy to which County is otherwise entitled at law or in equity.

Grantee shall provide County with a surety bond in the amount of Fifty Thousand Dollars ($50,000) running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to County. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from the principal and any surety of such surety bond any damages suffered by County as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described. Grantee specifically agrees that its failure to comply with the terms of Section 19 shall constitute damage to County in the monetary amount set forth therein. Such a financial guarantee shall not be construed to limit Grantee’s liability to the guarantee amount, or otherwise limit County’s recourse to any remedy to which County is otherwise entitled at law or in equity.

Section 17. Successors and Assignees.

A. All the provisions, conditions, regulations and requirements herein contained shall be binding upon the successors, assigns of, and independent contractors of Grantee, and all rights and privileges, as well as all obligations and liabilities of Grantee shall inure to its successors, assignees and contractors equally as if they were specifically mentioned herein wherever Grantee is mentioned.

B. This Franchise shall not be leased, assigned or otherwise alienated, except to an Affiliate of Grantee, without the express consent of County by ordinance, which approval shall not be unreasonably withheld.

Approval shall not be required for mortgaging purposes or if a transfer of interest is from Grantee to another person or entity controlling, controlled by, or under common control with Grantee.

C. Grantee and any proposed assignee or transferee shall provide and certify the following to County not less than sixty (60) days prior to the proposed date of transfer: (a) complete information setting forth the nature, term and conditions of the proposed assignment or transfer; (b) all information required by County of an applicant for a Franchise with respect to the proposed assignee or transferee; and, (c) an application fee which shall be set by County, plus any other costs actually and reasonably incurred by County in processing and investigating the proposed assignment or transfer.

D. Prior to County’s consideration of a request by Grantee to consent to a Franchise assignment or transfer, the proposed assignee or transferee shall file with County a written promise to unconditionally accept all terms of this Franchise, effective upon such transfer or
assignment of this Franchise. County is under no obligation to undertake any investigation of
the transferor’s state of compliance and failure of County to insist on full compliance prior to
transfer does not waive any right to insist on full compliance thereafter.

Section 18. Dispute Resolution.

A. In the event of a dispute between County and Grantee arising by reason of this
Franchise, the dispute shall first be referred to the operational officers or representatives
designated by Grantor and Grantee to have oversight over the administration of this Franchise.
The officers or representatives shall meet within thirty (30) calendar days of either party’s
request for a meeting, whichever request is first, and the parties shall make a good faith effort
to achieve a resolution of the dispute.

B. If the parties fail to achieve a resolution of the dispute in this manner, either
party may then pursue any available judicial remedies. This Franchise shall be governed by and
construed in accordance with the laws of the State of Washington. In the event any suit,
arbitration, or other proceeding is instituted to enforce any term of this Franchise, the parties
specifically understand and agree that venue shall be exclusively in Whatcom County,
Washington.

Section 19. Enforcement and Remedies.

A. If Grantee shall violate, or fail to comply with any of the provisions of this
Franchise, or should it fail to heed or comply with any notice given to Grantee under the
provisions of this Franchise, County shall provide Grantee with written notice specifying with
reasonable particularity of the nature of any such breach and Grantee shall undertake all
commercially reasonable efforts to cure such breach within thirty (30) days of receipt of
notification. If County reasonably determines the breach cannot be cured within (30) thirty
days, County may specify a longer cure period, and condition the extension of time on
Grantee’s submittal of a plan to cure the breach within the specified period, commencement of
work within the original thirty (30) day cure period, and diligent prosecution of the work to
completion. If the breach is not cured within the specified time, or Grantee does not comply
with the specified conditions, County may, at its discretion, either (1) revoke this Franchise with
no further notification, or (2) claim damages of One Thousand Dollars ($1,000.00), or actual
damages if demonstrably greater, against the financial guarantee set forth in Section 16.

B. Should County determine that Grantee is acting beyond the scope of permission
granted herein for Grantee Facilities and Grantee Services, County reserves the right to cancel
this Franchise and require Grantee to apply for, obtain, and comply with all applicable County
permits, franchises, or other County permissions for such actions, and if Grantee’s actions are
not allowed under applicable federal and state or County laws, to compel Grantee to cease
such actions.
Section 20. Compliance with Laws and Regulations.

A. This Franchise is subject to, and Grantee shall comply with all applicable Federal and State or County laws, regulations and policies, including all applicable elements of County's comprehensive plan, in conformance with federal laws and regulations, affecting performance under this Franchise. Furthermore, notwithstanding any other terms hereof to the contrary, Grantee shall be subject to the police power of County to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise Area.

B. County reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a County Ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, County may enact the proposed amendment, by incorporating Grantee's concerns to the maximum extent County deems possible.

Section 21. Consideration.

A. As consideration for this Franchise, Grantee commits to pay a County franchise fee of six percent (6%) on gross revenues derived from Grantee's provision of telecommunications services in the Franchise Area granted herein by the County utilizing the Grantee Facilities, net of bad debt or other uncollectable amounts.

B. Grantee's franchise fee payments to the County shall be computed quarterly for the preceding calendar quarter, with quarters ending March 31, June 30, September 30 and December 31. Each quarterly payment shall be due and payable no later than forty-five (45) days after said dates. Payments shall be made to the Whatcom County Treasurer, Whatcom County Courthouse, Suite 104, 311 Grand Avenue, Bellingham, WA 98225, unless otherwise specified by the County in writing.

C. No acceptance of any payment shall be construed as an accord by the County that the amount paid is in fact the correct amount, nor shall any acceptance of payments be construed as a release of any claim the County may have for further or additional sums payable or for the performance of any other obligation of Grantee.

D. Each payment shall be accompanied by a written report to the County verified by an authorized representative of Grantee, containing an accurate statement in summarized form, as well as in reasonable detail, of Grantee's gross revenues and the
computation of the payment amount. Grantee shall, no later than sixty (60) days after the end of each calendar year, furnish to the County a statement of gross revenues and all payments, deductions and computations for the year just ended. Such statement shall be reviewed and approved by an authorized representative of Grantee prior to submission to the County.

E. During the term of this Agreement, and for a period of one (1) year thereafter, the County may retain (on a non-contingent fee basis) an independent auditor to review and audit Grantee’s relevant records to confirm the performance of payment obligations under this Agreement upon thirty (30) days prior written notice. Each party shall provide a list of two (2) auditors, one of whom thereafter must be mutually agreed to by the parties. Such audit shall: (a) be subject to Grantee’s reasonable security and confidentiality requirements; (b) occur no more than once per year and not during the first or last three (3) weeks of a calendar quarter; and (c) transpire during Grantee’s normal business hours. If the audit shows an underpayment to the County for any period of time, then Grantee shall, within thirty (30) days after completion of such audit, pay such underpaid amounts to the County. If the audit shows an overpayment to the County for any period of time, then the County shall, within thirty (30) days after completion of such audit, pay such overpaid amounts to Grantee. Any underpayment or overpayment will also include interest at the maximum allowed rate provided under State law, calculated from the date of the underpayment or overpayment. All expenses associated with such audit shall be paid by the County unless the audit reveals an underpayment of more than ten percent (10%) in payments required hereunder in which case Grantee shall reimburse the County for the reasonable costs of such audit, not to exceed Five Thousand Dollars ($5,000).

F. Any claim arising as a result of such an audit against Grantee must be made in writing within sixty (60) days of the County’s completion of the audit. All information reviewed by the County or its auditor pursuant to any audit shall be deemed to be “Confidential Information” subject to the terms of Section 10 herein and shall be treated as such by the County in accordance with applicable law.

G. No more than once per year, Grantee agrees to meet with a representative of the County upon written request to review Grantee’s methodology of record-keeping, financial reporting, the computing of franchise fee obligations and other procedures, the understanding of which the County deems necessary for reviewing reports and records that are relevant to the enforcement of this Agreement.

H. In the event any payment is not received within forty-five (45) days from the end of the calendar quarter, Grantee shall pay, in addition to the payment or sum due, interest on the amount due at the maximum allowed rate as provided under State law from the date the payment was due until the date the County receives the payment.

I. If this Agreement terminates for any reason, the Grantee shall file with the County, within sixty (60) calendar days of the date of the termination, a financial statement showing the gross revenues received by the Grantee since the end of the previous fiscal year.
Within thirty (30) days of the filing of the certified statement with the County, Grantee shall pay any unpaid amounts as indicated. If the Grantee fails to satisfy its remaining financial obligations as required in this Agreement, the County may do so by utilizing the funds available in any security provided by the Grantee.

Section 22. Consequential Damages Limitation.

Notwithstanding any other provision of this Franchise, in no event shall either party be liable for any special, incidental, indirect, punitive, reliance, consequential or similar damages.

Section 23. Severability.

If any portion of this Franchise is deemed invalid, the remainder portions shall remain in effect.

Section 24. Titles.

The section titles used herein are for reference only and should not be used for the purpose of interpreting this Franchise.

ADOPTED this _____ day of ____________ 2015.

ATTEST

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown Davis, Clerk of the Council

Carl Weimer, Council Chair

APPROVED AS TO FORM:

WHATCOM COUNTY EXECUTIVE
WHATCOM COUNTY, WASHINGTON

Daniel Gibson
Chief Civil Deputy Prosecutor

Jack Louws, County Executive

( )Approved ( )Denied

Date Signed: ____________

Telecommunications Franchise

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**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<th>CLEARANCES</th>
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<th>Date Received in Council Office</th>
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**TITLE OF DOCUMENT:**
An Ordinance Establishing Parking Restrictions on Bennett Drive

**ATTACHMENTS:**
1. Memo to County Executive
2. Ordinance
3. Vicinity Map

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<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( X ) NO</th>
<th>Should Clerk schedule a hearing?</th>
<th>( X ) Yes</th>
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<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.)

To comply with RCW 46.61.570, at the discretion of the County Council this ordinance will implement parking restrictions on Bennett Drive.

**COMMITTEE ACTION:**
4/14/2015: Discussed and recommended approval of a no-parking zone in this area

**COUNCIL ACTION:**
3/31/2015: Introduced 6-0, Kremen absent

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
MEMO TO: The Honorable Jack Louws, County Executive, and Honorable Members of the Whatcom County Council

THROUGH: Joseph P. Rutan, P.E., Interim Director

FROM: Mike Donahue, Traffic Manager

DATE: March 17, 2015

Subject: Ordinance to Modify Parking on a Portion of Bennett Drive

Requested Action:
Introduce to the Public Works and Safety Committee for review and discussion the proposed ordinance for parking restrictions on a portion of Bennett Drive.

Background and Purpose:
The County Sherriff's office has requested help with unsafe parking on Bennett Drive. The request is for a "No Parking Anytime" zone to be established on Bennett Drive on the west side of the road from Airport Drive to Cherrywood Avenue.

Information:
To comply with RCW 46.61.570 to establish parking restrictions on certain County roads, it is found necessary and expedient to modify the parking availability on Bennett Drive. This ordinance will allow parking restrictions on this portion of Bennett Drive from Airport Drive to Cherrywood Avenue.

Enc.
ORDINANCE NO.________
AN ORDINANCE ESTABLISHING PARKING RESTRICTION
ON BENNETT DRIVE

WHEREAS, Whatcom County Council is authorized under RCW 46.61.570 to restrict
parking on certain County roads; and

WHEREAS, the Whatcom County Sheriff’s office contacted Public Works to request
assistance in defining parking that could be enforced to help reduce collisions; and

WHEREAS, the County Engineer’s office conducted a traffic study that showed that
vehicles parked on this portion of Bennett Drive restricted the visibility of drivers that were
using driveways in the area.

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the
following be added to the Whatcom County Code Section 10.24.24 as follows:

A “No Parking Anytime” zone be established on Bennett Drive on the west side of the
road from Airport Drive to Cherrywood Avenue.

BE IT FURTHER ORDAINED that the County Engineer is hereby directed to install
the appropriate signs and that the Whatcom County Sheriff be notified by a copy of this
ordinance.

ADOPTED this ____ day of ____________, 2015

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Carl Weimer, Council Chair

APPROVED AS TO FORM:

( ) Approved ( ) Denied

Daniel L. Libson
Civil Deputy Prosecutor

Jack Louws, Executive
Date:

Page 1 of 1
Bennett Dr. Vicinity Map
Proposed No Parking Zone

No Parking West Side

City of Bellingham

Proposed No Parking Sign

Proposed No Parking Zone (West side)
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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TITLE OF DOCUMENT:
Appointment to Sumas/Everson/Nooksack Flood Subzone by Board of Supervisors

ATTACHMENTS:
Application

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.)
Three of the five positions on the Sumas/Everson/Nooksack Flood Subzone are vacant. The applicant is Chuck Gelwicks. Four-year term expires 1/31/2019.

The other applicants to be considered for the 2 remaining vacancies are Larry Mades and Thomas Swartwood, and Jerry Juergens.

COMMITTEE ACTION:

COUNCIL ACTION:
3/17/2015: Introduced 6-0
3/31/2015: Appointed Chuck Gelwicks 6-0 (Council acting as the FCZDBS)
4/14/2015: Received 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.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: JERRY JUERGENS
Date: 3-27-15
Street Address: 7188 MISSION RD
City: EVERSON, WA.
Zip Code: 98247
Mailing Address (if different from street address):
E-mail address: JUERGENS@COMCAST.NET

1. Name of board or committee - please see reverse: __SNE FLOOD CONTROL SUB-ZONE__

2. You must specify which position you are applying for. Please refer to vacancy list.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.) (X) yes ( ) no

4. Which Council district do you live in? ( ) One (X) Two ( ) Three

5. Are you a US citizen? (X) yes ( ) no

6. Are you registered to vote in Whatcom County? (X) yes ( ) no

7. Have you ever been a member of this Board/Commission? If yes, dates: 9/23/93 to 1/28/00, 1/1/00 to 1/28/00, 1/29/00 to 12/31/07 ( ) yes (X) no

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? If yes, please explain: __________

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

   DAIRYMAN - FORMER SNE SUB-ZONE COMMITTEE

   FORMER WHATCOM COUNTY FLOOD ADVISORY COMMITTEE, WFC BOARD
   OF DIRECTORS

10. Please describe why you’re interested in serving on this board or commission: I HAVE BEEN OFF OF THE COMMITTEE FOR AWHILE AND WAS ASKED TO REJOIN.

References (please include daytime telephone number):

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.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Larry Madez
Street Address: 7689 Cat Coles Rd
City: Everson, WA
Mailing Address (if different from street address):
Day Telephone:
Evening Telephone:
Cell Phone:
E-mail address:

Date:
Zip Code: 98247

1. Name of board or committee-please see reverse:

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?

5. Are you a US citizen?

6. Are you registered to vote in Whatcom County?

7. Have you ever been a member of this Board/Commission?

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?

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

10. Please describe why you’re interested in serving on this board or commission:

LIVE ON SWIFT CREEK — WORK ON FINDING WORKABLE & COMMONSENSE SOLUTIONS TO A CONTINUING PROBLEM SO THAT OUR EFFORTS CAN BE DIRECTED TO OTHER AREAS

References (please include daytime telephone number):

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.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Thomas Swartwood
Street Address: 3354 Berg Rd
City: Everson
Mailing Address (if different from street address):
Day Telephone: 360 962 2495
Evening Telephone:
Cell Phone: 360 930 0938
E-mail address: m16291@gmail.com

Date: 3-21-15

1. Name of board or committee—please see reverse:
   (x) yes ( ) no

2. You must specify which position you are applying for. Please refer to vacancy list.
   (x) yes ( ) no

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
   (If applicable, please refer to vacancy list.)
   (x) yes ( ) no

4. Which Council district do you live in? ( x) One ( ) Two ( ) Three
   If yes, dates: ________________________________

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: ________________________________
   You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

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. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
   Small Business Owner (2 yrs) in Whatcom County
   Associate Degree in Aviation - Mt Hood Community College - 1990

10. Please describe why you’re interested in serving on this board or commission:
    ______________________________________________________________________

References (please include daytime telephone number): ____________________________

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.
TITLE OF DOCUMENT: Concurrent reappointment of Barbara Plaskett, City Appointment, to the Bellingham-Whatcom County Housing Authorities Board of Commissioners.

ATTACHMENTS: Resume of Barbara Plaskett

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 recommends the concurrent reappointment of Barbara Plaskett to the Bellingham-Whatcom County Housing Authorities Board of Commissioners.
BARBARA J. PLASKETT
2106 Mill Ave.
Bellingham, WA 98225
(360) 325-8334
inandbarb@artlover.com

OVERVIEW
1 1/2 years working at Catholic Community Services as a Home Health Care Assistant. Previous experience includes living and working with people from diverse cultural backgrounds. Interested in and excited to work with HCA’s and social workers to create the best match for clients and their families. Able to contribute strong organizational and computer skills that will benefit the office.

EXPERIENCE
- Exceptional at communicating critical and complex procedures
- Skilled in listening, observing and interpreting communication from clients and their families to provide the best care possible
- Confident with computer programs including: MS Windows, Word, and basic Excel; Apple Works, and ICaI
- Competent with a basic multi-line phone system and general office machines
- Prepared and confident to identify clients’ needs
- Able to clearly present instruction for care
- Work well with team and independently
- An indelible learner

SUPERVISING EXPERIENCE
Whatcom Parks Department: Roeder Home
5 years teaching photography

Western Washington University
Bellingham, WA
1 year experience managing students in university photo lab
1 year supervising sculpture lab in charge of students
1 year teaching and facilitating Applied Sustainable Living college course

EDUCATION
Bachelors of Art in Art
Western Washington University
June 1999
Bellingham, WA

Associates of Applied Science
Olympic College
August 1994
Bremerton, WA
Barbara Plaskett  
2106 Mill Ave.  
Bellingham, WA 98225  
(360)325-8334

1. I wish to serve on the Housing Authorities Board of Commissioners because I believe in the Housing Authorities’ work and I am a source of honest feedback. I will bring the voice of poverty and knowledge of the needs in our community to the Board. I support the effort of people who stand their ground, say there is a need and that the community must respond. I believe it is equally important to have the perspective of the people who are served represented, as well as other community members.

2. Personal Strengths - I represent a unique perspective because not only am I a low-income individual and a direct recipient of Section 8, I also work with the elderly and disabled as part of my job at Catholic Community Services. I am naturally curious and inquisitive and I tend to speak my mind. I am not shy to ask for an explanation when I don’t understand. I also tend to keep up with politics on a national level and am eager to learn more about local affairs as well. I have an AAS from Olympic Community College and a BA from Western Washington University.

3. The issues facing affordable housing are: a lack of funding for housing, living wage jobs, education, and safe housing. The roll of the Housing Authority is to help the poor attain adequate housing and to advocate on poverty issues, the needs of the working poor and to create real and attainable goals toward client self-sufficiency.

4. My volunteer experience (most recent first):
   - Evergreen Quilters-community service and Vice President
   - Dorothy House - Kids program
   - Happy Valley PTA - office/ classroom support
   - A Loving Space Preschool and Kindergarten - Support assistant
   - Evergreen AIDS Foundation - Contributor (Art work)
   - Kitsap Humane Society - Animal Therapy at senior centers

5. I am currently the Vice President of The Evergreen Quilt Guild and have yet to attend a policy making meeting. I look forward to gaining that experience both with Evergreen and the BWCHA.

6. Role of the Commissioner/Executive Director & Staff - It seem to me that it is a give and take relationship. The commissioner’s role is to evaluate projects, use of resources and community needs. The executive Director John Harmon chooses vital projects for the growing community in need of affordable housing, finding funds for these projects and maintains current commitments in collaboration with the board. As a Board, the commissioners must make decisions that the Executive Director and Staff carry out on a day-to-day basis.

7. a) Leadership - I taught a photography class for five years and was solely responsible for class structure and policies. For Evergreen Quilters Guild (EQGG), I was the lead coordinator of
the Quilt Show staff and recently the elected Vice President of
the guild. I also am organizing a Kids Craft Day through Dorothy
House.

b) Knowledge and Commitment to Affordable Housing - I
understand that government funding is low, the middle class is
indeed shrinking (and increasingly joining the ranks of low
income citizens, more than not); there are barriers to high
paying jobs and affordable housing; and the current political
climate is not always sensitive to the needs of the impoverished.
There is a need for a voice of experience, and I have that
experience. I have a vested interest in the Housing Authority
continuing to help low-income families. My son and I have, and
continue to benefit from the Section 8 programs. I know first-
hand how important it is to the well-being of families to have a
house over your head and the security that even when we encounter
set backs, housing does not add to our problems.

c) Time Commitment - I currently arrive at work, at 1:00 pm
on Tuesdays, but I have spoken to my supervisors and we will work
out the schedule. Participating in the Housing Authority Board
is important and it is an honor to have been asked. It is an
opportunity for me to learn new skills and gain experience. I
will do my best accomplish what is asked of me.

d) Policy, Planning and Budgeting Experience - I have
maintained a successful household on a very limited budget for
over six years. I have also taught an eight-week course on
developing film and photos for five years, where I designed the
structure and polices of the class.

e) My experience collaborating with other community service
providers includes work with Dorothy House to develop the Kids
Program, and with Evergreen Quilt board members on programs and
activities

f) I believe serving on a board is both an honor an
important responsibility. It is an opportunity to make a
difference and to give back to the community that has helped my
family. I am looking forward to the experience and the
opportunity to serve with a wonderful new group of people.
**TITLE OF DOCUMENT:** Appointment to the American’s With Disabilities Act (ADA) Compliance Committee

**ATTACHMENTS:** Application for Appointment

**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 Zacchareli Frescobaldi-Grimaldi to serve on the American’s With Disabilities Act (ADA) Compliance Committee.
APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS
PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Zacchoreli Frescobaldi - Grimaldi
Street Address: 1145 Birch Falls Drive
City: Bellingham
Mailing Address (if different from street address): 
Day Telephone: 360-393-3890 *Evening Telephone: 
E-mail address: Zacchoreli@CFINorth.org

Date: 4 - 14 - 15
Zip Code: 98229

1. Name of board or committee: Please see reverse: ADA Compliance Committee
2. You must specify which position you are applying for. Please refer to vacancy list.
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying? (If applicable, please refer to vacancy list.) ☒ Yes ( ) No
4. Which Council district do you live in? ☒ One ( ) Two ( ) Three
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
8. If you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) Yes ☒ No
   If yes, please explain:

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 the Independent Living Program Manager and Fund Developer at Center for Independence - a nonprofit human services organization serving people living with disability. I am a retired English professor with an M.A. English

10. Please describe why you’re interested in serving on this board or commission: As a person who lives with disability and a disability advocate for over 30 years, I bring unique insight, experience, and skillsets to the committee that will help Whatcom County residents.

References (please include daytime telephone number):
Patt Kosier 253-582-1253
Kimberly Heymann 253-676-8341
Jana Finkbonner 360-671-7626

Signature of applicant: Zacchoreli Frescobaldi - Grimaldi

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**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<th>CLEARANCES</th>
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**TITLE OF DOCUMENT:**
Appointment to Surface Mining Advisory Committee: Lynni Bennet

**ATTACHMENTS:**
Application

**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.)
Surface Mining Advisory Committee, geologist position is vacant. Term is 2 years, Expires 1/31/2017. Applicant is Lynni Bennett. Applications due at 10:00 a.m. on Tuesday, May 5, 2015

**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: Lynni Bennett

Street Address: 5355 Homesteader Rd.

City: Deming

Zip Code: 98244

Mailing Address (if different from street address): N/A

Day Telephone: ___________________ Evening Telephone: ___________________

Cell Phone: 360.410.0089

E-mail address: lynni.bennett@egmail.com

1. Name of board or committee—please see reverse:
   Surface mining Advisor Comm.

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.)
   ( ) yes ( ) no

4. Which Council district do you live in?
   ( ) One ( ) Two ( ) Three

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?
   ( ) yes ( ) no
   If yes, please explain:

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community
   activities, and education.
   Employed as a Staff Geologist at Merit Engineering.
   I hold a B.S. in Geology from WWU.

10. Please describe why you’re interested in serving on this board or commission:
    I thought it would be away to give back to my community as well as get involved in local government.

References (please include daytime telephone number):
   Brett Boultan 410.0137
   Bill Boultan 734.0927

Signature of applicant:

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available to the County Council, County Executive, and the public. All board and commission members are
expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these
expectations may result in revocation of appointment and removal from the appointive position.
TITLE OF DOCUMENT: A Resolution Approving an Agreement for Sale of a License

ATTACHMENTS: 1. Cover Memo
   2. Resolution
   3. License Agreement
   4. Map of Site

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

Brian Kerkvliet and Alexandra King, owners of property adjacent to a Whatcom County owned gravel pit known as Abel Pit, have requested formal access over the County owned property to access their property. Whatcom County Public Works recommends selling them a license to provide them with legal access to their property.

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

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

Through: Joseph P. Rutan, P.E., Interim Director

From: Andrew Hester, Real Estate Coordinator

Date: April 10, 2015

Re: A Resolution Approving the Sale of a License Agreement

Enclosed is a resolution requesting the approval of a license agreement allowing access across Whatcom County property.

Requested Action
Public Works respectfully requests that the Whatcom County Council hold a public hearing and take action on the proposed resolution to approve a license agreement allowing access across Whatcom County property.

Background and Purpose
Brian Kerkvliet and Alexandra King own property adjacent to County property known as “Abel Pit”. There is a paved access road used by Public Works to access the gravel pit from East Laurel Road. The access road is part of the “Abel Pit” property and is not a County road. According to the property owners the access road has been used by the former owners of their property to access their property since the 1970’s. Aerial photos from 1976 show driveways existing off of the gravel pit access road. Public Works was unable to find a formal or informal access agreement in property records. Public Works is supportive of granting a license allowing access over the access road.

Funding Amount and Source
No County funds have been expended to secure this agreement. The property owners will be responsible for paying for and obtaining a legal description and exhibit for the license agreement. As part of compensation for this license agreement, the property owners are required to pay for survey work on “Abel Pit” that will be beneficially to Public Works.
Please contact me at extension 50571 if you have any questions or concerns regarding this resolution.

Encl.
RESOLUTION NO. _______

A RESOLUTION APPROVING AN AGREEMENT FOR SALE OF A LICENSE

WHEREAS, Whatcom County owns a gravel pit known as "Abel Pit", tax parcel number 390320 186151 0000, that has a paved road on it that is used by Public Works to access the property from East Laurel Road; and

WHEREAS, said paved road is part of the "Abel Pit" property and is not part of the County Road System; and

WHEREAS, Brian Kerkvliet and Alexandra King ("Grantee"), own property identified as tax parcel number 390320 183218 0000, that is adjacent to "Abel Pit" and use said paved road to access their property; and

WHEREAS, the Grantee and the former owners of the Grantee's property have used said paved road to access their property since the 1970's; and

WHEREAS, the Grantee wish to have formal legal access to their property; and

WHEREAS, while the County Code does not specifically address the procedure for conveying a limited interest in County property, this matter has been reviewed by the Property Management Committee with a recommendation to present to the County Council for approval; and

WHEREAS, Public Works is supportive of granting a License Agreement to the Grantee to provide them with formal legal access to their property; and

WHEREAS, the Grantee would be required to obtain a legal description for the License Agreement; and

WHEREAS, as compensation for the License Agreement the Grantee will be required to pay for "Abel Pit" survey work as approved by Public Works; and

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council that the Executive is authorized to conclude the sale of the License as set forth in Exhibit A to the Grantee subject to full payment and to the terms and conditions of the License Agreement.

APPROVED this _____ day of _____________, 2015

ATTEST:

Dana Brown-Davis, County Clerk

Carl Weimer, Council Chair

APPROVED AS TO FORM:

Chief Civil Deputy Prosecutor
After recording return document to:
Whatcom County Public Works
Real Estate Coordinator
322 N. Commercial, Suite 210
Bellingham, WA 98225

Document Title: LICENSE AGREEMENT
Reference Number of Related Documents: None
Grantor: Whatcom County
Grantee: Brian Kerkvliet and Alexandra King, as Trustees of the Able Trust, U/T/D March 14, 2006
Legal Description: Ptn of W 10 Ac of E 35 Ac of E ½ SW Less Rd, S20, T39N, R3E
Additional Legal Description is on Page 10
Assessor's Tax Parcel Number: 390320 186151 0000

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this __________ day of __________, 2015, by and between WHATCOM COUNTY, A WASHINGTON MUNICIPAL CORPORATION, hereinafter referred to as “Grantor” and BRIAN KERKVLIET AND ALEXANDRA KING, AS TRUSTEES OF THE ABLE TRUST, U/T/D MARCH 14, 2006, hereinafter referred to as “Grantees.”

RECITALS

WHEREAS, the Grantees own real property located in Whatcom County, Washington, legally described as follows: See Exhibit A attached hereto and made a part hereof.
Situate in Whatcom County, Washington; and

WHEREAS, the Grantor owns real property located in Whatcom County, Washington, legally described as follows: See Exhibit B attached hereto and made a part hereof.
Situate in Whatcom County, Washington; and

WHEREAS, the Grantees desire legal access to and from their property; and

WHEREAS, the Grantees and previous owners of the Grantees’ property have been using portions of the Grantor’s property to access their property without permission;
LICENSE AGREEMENT

NOW, THEREFORE, Grantor, in consideration of ten dollars ($10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and in consideration of the performance by the Grantees of the covenants, terms and conditions hereinafter set forth, hereby conveys and grants to Grantees a nonexclusive license over, across, along, in and upon that portion of the Grantor’s property described in Exhibit C (“License Area”) attached hereto for the purposes of ingress and egress.

1. Grantees’ Use/Restrictions: Grantees agree to use the areas subject to license granted by Grantor for ingress and egress. Grantees shall exercise their rights under this license so as to minimize and avoid, insofar as possible, interference with the use by the Grantor of the Grantor’s property and shall at all times conduct their activities in the License Area so as not to interfere with, obstruct or endanger the Grantor’s operations or facilities. Grantees agree not to damage the License Area beyond normal wear and tear associated with residential access. In the event the Grantees damage the License Area the cost of repairing such damage shall be borne by the Grantees.

2. Use of Grantor’s Property by Grantor. Grantees’ rights herein shall at all times be subordinate to such rights of Grantor as are necessary to preserve and maintain the capabilities of the use of the Grantor’s Property by the Grantor.

3. License Area Legal Description: Grantees prepared Exhibit C, which describes the License Area. Grantees represent that Exhibit C is a true and accurate description of the License Area. Grantees’ obligation to provide a true and accurate description of the License Area is a material term of this license.

Grantor’s acceptance of Exhibit C does not constitute agreement that Grantees’ property description accurately reflects the License Area.

4. Third Party Rights. Grantor reserves all rights with respect to its property including, without limitation, the right to grant easements, licenses and permits to others subject to the rights granted in this Agreement.
LICENSE AGREEMENT

5. Termination for Breach. In the event Grantees breach or fail to perform or observe any of the terms and conditions herein, and fail to cure such breach or default within ninety (90) days of Grantor giving Grantees written notice thereof, or within such other period of time as may be reasonable in the circumstances, Grantor may terminate Grantees’ rights under this agreement in addition to and not in limitation of any other remedy of Grantor at law or in equity, and the failure of Grantor to exercise such right at any time shall not waive Grantor’s right to terminate for any future breach or default.

6. Termination for Cessation of Use. In the event Grantees cease to use the license area for a period of five (5) successive years, this agreement and all Grantees’ rights hereunder shall automatically terminate and revert to Grantor.

7. Release and Indemnity. Grantees do hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, cost, damage, expense, actions and claims, including costs and reasonable attorney’s fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of (1) acts or omissions of Grantees and Grantees’ agents, employees, and contractors in the exercise of the rights granted herein, or (2) acts and omissions of Grantor in its use of Grantor’s property which affect Grantees and Grantees’ employees, agents, contractors, and other parties benefiting from said license; provided however, this paragraph does not purport to indemnify Grantor against liability for damages arising out of bodily injury to persons or damage to property cause by or resulting from the sole negligence of Grantor or Grantor’s agents or employees. If liability arises out of bodily injury or death to persons or damage to property as a result of the concurrent negligence of Grantees, their agents or their employees, and of Grantor, its agents or its employees, Grantees are responsible for indemnification only to the degree and extent of the negligence of Grantees, their agents, or their employees. However, this paragraph does not purport to indemnify Grantor against liability caused by or resulting from the negligence of Grantor or Grantor’s agents or employees.
LICENS E AGREEMENT

8. Notices: Any and all notices given under this license agreement shall be made in writing and shall be hand delivered or sent by certified or overnight mail addressed to the parties at the address listed below, unless a different address has been designated in writing and delivered to the other party.

Brian Kerkvliet and Alexandra King
617 E. Laurel Road
Bellingham, WA 98226

Whatcom County Public Works
ATTN: Eric Schlehuber
901 W. Smith Rd
Bellingham, WA 98226

9. Title. The rights granted herein are subject to permits, leases, licenses, and easements, if any, heretofore granted by Grantor affecting Grantor’s property subject to this agreement. Grantor does not warrant title to Grantor’s property and shall not be liable for defects thereto or failure thereof.

10. Assignment of Interest. Grantees shall not assign any part of Grantees’ interest in this license agreement without the Grantor’s express written consent, which Grantor shall not unreasonably condition or withhold. Grantor reserves the right to reasonably change the terms and conditions of this license upon consent to assignment. Notwithstanding any of the foregoing, Grantor hereby consents to any assignment or transfer of Grantees’ interest in the License to one or more of the beneficiaries of Grantees’ trust without any need to re-apply for consent or approval of such assignment or transfer.

11. Successors. The rights and obligations of the parties shall inure to the benefits of and be binding upon their respective successors and assigns.

12. Binding Effect. In all respects, the provisions of this agreement shall be construed and interpreted as covenants which are personal to the parties above described, and shall be binding upon and inure to the benefit of the parties hereto, and their successors in interest in accordance with the provisions of paragraph 11, above.

13. Unlawful Conduct. The parties to this agreement covenant that they will not use or cause to be used any part of the granted accesses for any unlawful conduct or purpose. Unlawful use may be grounds for immediate termination of this agreement.

14. No Waiver. Failure to enforce any provision of this document shall not operate as a waiver of any such provision.
LICENSE AGREEMENT

15. Dispute Resolution—Binding Arbitration. The parties agree to resolve any dispute related hereto through binding non-appealable arbitration pursuant to RCW 7.04A. In such action, the arbitrator shall be an individual licensed to practice law in the state of Washington and jointly selected by the parties within fifteen (15) days from the written demand for arbitration. If the parties cannot agree to an arbitrator, the presiding judge of the Whatcom County Superior Court shall select the arbitrator. The rules for Mandatory Arbitration for Whatcom County shall control the procedures for the arbitration. The parties agree to cooperate in good faith to ensure that the arbitration occurs as quickly as practicable. The arbitrator has the authority to enter any award reasonable and necessary to resolve the dispute, including but not limited to award of damages, foreclosure of liens, enter an injunction, and require specific performance and/or any other remedy in law or equity. The decision of the arbitrator shall be binding and non-appealable. Consistent with the foregoing provisions for dispute resolution, venue of any action arising from this agreement shall be in the Superior Court of the State of Washington in and for the County of Whatcom.

16. Severability. Invalidation of any of the provisions of this agreement by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

17. Entire Agreement. This agreement contains all representations and is the entire understanding between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this document as of the date first above written.

Whatcom County

Approved as to form:
Prosecuting Attorney’s Office

Joe Rutan, Interim Director of Public Works

Daniel Gibson,
Chief Civil Deputy Prosecutor

Accepted and Approved for Whatcom County:

Jack Louws, County Executive
LICENSE AGREEMENT

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this ______ day of __________________, 2015, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, a municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Whatcom County, for the uses and purposes herein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of Whatcom County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of Washington
Residing at __________________________
My commission expires ________________

Page 6 of 10 Pages
LICENSE AGREEMENT

Accepted and approved by Brian Kerkvliet and Alexandra King, as Trustees of the Able Trust, U/T/D March 14, 2006

_________________________
Brian Kerkvliet, Trustee

_________________________
Alexandra King, Trustee

STATE OF WASHINGTON    
:
County of WHATCOM       

On this __________ day of __________ 2015, before me personally appeared Brian Kerkvliet and Alexandra King, as Trustees of the Able Trust, U/T/D March 14, 2006, to me known to be the individuals described herein and who executed the foregoing instrument, and acknowledge that they signed the same as their free and voluntary act and in the capacity and for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

_________________________
Notary Public in and for the State of Washington, residing at ________________

My commission expires ________________
LICENSE AGREEMENT

EXHIBIT A

Legal Description of Grantee’s property (parcel number 390320 183218 0000)

The South 370 feet of the following described property:

The North 650 feet lying west of a line drawn 30 feet west of and parallel with the east line of the following described tract:

That portion of the West 10 acres of the East 35 acres of the two following described tracts of land, to-wit:

The Northeast Quarter of the Southwest Quarter less the North 30 feet; and the North 20 rods of the Southeast Quarter of the Southwest Quarter, all of said land being in Section 20, Township 39 North, Range 3 East of W.M., more particularly described as follows:

Beginning at a point on the north line on the Southwest Quarter of Section 20, Township 39 North, Range 3 East of W.M., said point being North 88°42’30” West 676.00 feet from the center of said Section 20; thence South 1°00’ West, 1,671 feet; thence North 88°45’ West 271.4 feet; thence North 1°09’ East 1,671.2 feet; thence South 88°42’30” East,267 feet to the Point of Beginning, less County Road No. 101 (East Laurel Road).

Situate in Whatcom County, Washington.
LICENSE AGREEMENT

EXHIBIT B

Legal Description of Grantor’s property (parcel number 390320 186151)

The portion of the West 10 acres of the East 35 acres of the two following described tracts of land, to-wit; The Northeast quarter of the Southwest quarter, less the North 30 feet; and the North 20 rods of the Southeast quarter of the Southwest quarter. All of said land being in Section 20, Township 39 North, Range 3 East of the Willamette Meridian;

More particularly described as follows: Beginning at a point on the North line of the Southwest quarter of Section 20, Township 39 North, Range 3 East of the Willamette Meridian. Said point being North 88°42’30” West, 676.00 feet from the center of said Section 20; thence South 1°0’ West, 1,671.00 feet; thence North 88°45’ West, 271.4 feet; thence North 1°09’ East, 1,671.2 feet; thence South 88°42’30” East, 267 feet to the point of beginning;

Excepting there from that portion of the North 650 feet, lying West of a line drawn 30 feet West of and parallel with the East line of the above described tract. Also less County road and containing 6.75 acres.
LICENSE AGREEMENT

EXHIBIT C

License Legal Description: