WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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DEPT. HEAD: 1-26-18

PROSECUTOR: 7-26-18

Purchasing/Budget: 7-31-18

EXECUTIVE: 7-31-18

TITLE OF DOCUMENT: Request to amend the PDR Program Guidelines as recommended by the Purchase of Development Rights Oversight Committee

ATTACHMENTS: Memo, Draft Updated PDR Program Guidelines, Recommended Ordinance with Exhibit

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.)

Development pressure in Whatcom County continues to impact agricultural areas, but pressure is also being applied to working forestlands and important ecosystem areas. Based on the receipt of multiple applications from property owners voluntarily applying to sell development rights on properties that would protect additional values such as working forestlands or important ecosystem areas, in addition to consideration of other prioritization considerations, the Purchase of Development Rights Oversight Committee reviewed the currently approved PDR Program Guidelines. The PDR Oversight worked on updating the PDR Program Guidelines for the entire year of 2017 and would like to request Council approval of the updated guidelines and accompanying ordinance.

COMMITTEE ACTION:  

COUNCIL ACTION: 8/8/2018: Introduced 6-0, Ballew 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: Honorable County Councilmembers
Honorable Executive Louws

THROUGH: Mark Personius, PDS Director

FROM: Chris Elder, PDR Program Administrator

DATE: 7/23/2018

SUBJECT: Request to amend the PDR Program Guidelines as recommended by the Purchase of Development Rights Oversight Committee

The Purchase of Development Rights Oversight Committee worked on updating the PDR Program Guidelines during regular committee meetings for the entire year of 2017. Based on the receipt of numerous applications from property owners voluntarily applying to sell development rights on properties that would protect other values such as working forestlands or the protection of important ecosystem areas, the PDR Oversight Committee amended the PDR Program Guidelines to be able to effectively receive, process, and support these applications. Development pressure in Whatcom County continues to impact agricultural areas, but pressure is also being applied to working forestlands and important ecosystem areas. The Program guidelines and scoring criteria, as presented in the attached documents, prioritize the protection of agricultural applications.

Several Comprehensive Plan policies also support this broadened program scope including the following:

Policy 8G-5: Support conservation of working forest land base through cooperation between landowners, private organizations, and public agencies, and through incentives such as the current use tax assessment provisions of RCW 84.33, and RCW 84.34.

Policy 10K-7: Promote voluntary fish and wildlife habitat enhancement projects through educational and incentive programs, such as purchase of development rights or habitat conservation easements. These projects, which can be done by individuals, organizations, and businesses, will buffer and expand fish, plant, and wildlife habitat.

The PDR Oversight Committee and PDR Program staff recommend these updated guidelines and the attached ordinance. We look forward to discussing these recommended changes with you.

Please call Chris Elder, PDR Program Administrator, with any questions or concerns.
ORDINANCE NO. __________

ADOPTING AMENDMENTS TO THE
PURCHASE OF DEVELOPMENT RIGHTS PROGRAM

WHEREAS, Whatcom County government recognizes agriculture and forestry as major contributors to the local economy, and agriculture, forestry, and ecosystem functions and values as contributing to a high quality of life for Whatcom County citizens; and

WHEREAS, The Growth Management Act and the County Comprehensive Plan support the retention of agricultural and forestry lands of long term commercial significance and protection of ecosystem functions and values, and encourage the use of innovative techniques to do so; and

WHEREAS, Ordinance #92-002 enacted a property tax levy known as the Conservation Futures Tax as authorized by RCW 84.34.230 to provide a funding source to assist in acquiring open space, wetlands, farm and agricultural land, and timber land; and

WHEREAS, Ordinance #2002-054 established the Whatcom County Agricultural Purchase of Development Rights Program; and

WHEREAS, The Whatcom County Council has identified the Purchase of Development Rights Program as an effective tool to protect community values by compensating willing property for the voluntary sale of development rights, and

WHEREAS, The Whatcom County Purchase of Development Rights Program has received several voluntary applications from non-agricultural property owners wishing to protect their working forestlands and important ecosystem areas, and

WHEREAS, Additional sources of matching funds are available to support acquisition of conservation easements on properties that protect forestry and ecosystem values, and

WHEREAS, The Purchase of Development Rights Oversight Committee has updated the program guidelines so as to maintain the protection of agricultural lands as the primary purpose of the program, and

WHEREAS, The Purchase of Development Rights Oversight Committee voted unanimously on January 26, 2018 to recommend approval of the updated guidelines.
NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that
Whatcom County Code 3.25A is hereby amended as outlined in Exhibit A to this ordinance,

BE IT ALSO ORDAINED by the Whatcom County Council that the PDR Program
Guidelines are also amended as outlined in Exhibit B to this ordinance.

ADOPTED this ____ day of __________, 2018.

ATTEST: 

Dana Brown-Davis, Clerk of the Council

Rud Browne, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

Civil Deputy Prosecutor

Jack Louws, County Executive

( ) Approved       ( ) Denied

Date Signed: ____________________________
EXHIBIT A
Chapter 3.25A
AGRICULTURAL, FORESTRY, AND ECOLOGICAL PURCHASE OF DEVELOPMENT RIGHTS PROGRAM

Sections:

3.25A.010 Short title.
3.25A.020 Purpose.
3.25A.030 Applicability.
3.25A.040 Definitions.
3.25A.050 Designation of program administrator – Powers and duties.
3.25A.060 Purchase of development rights oversight committee established – Powers and duties.
3.25A.070 Eligibility criteria.
3.25A.080 Ranking system.
3.25A.090 Conservation easement terms and conditions.
3.25A.100 Application and evaluation procedure.
3.25A.110 Purchase of development rights procedure.
3.25A.120 Restriction on buy-back – Extinguishment and exchange of easements.
3.25A.130 Authorization.

3.25A.010 Short title.

This chapter shall be known and may be cited as the "Agricultural, Forestry, and Ecological Purchase of Development Rights Program." For the purpose of this chapter this program shall be known as the "PDR" program. (Ord. 2013-015 Exh. A; Ord. 2002-054 § 1).

3.25A.020 Purpose.

To establish a voluntary agricultural, forestry, and ecological purchase of development rights program for Whatcom County which will enhance the protection of the county's farmland, forestland, and important ecosystem areas, enhance the long-term viability of the agricultural and forestry enterprises within the county and provide public benefit by retaining properties in permanent resource use, in addition to the protection ecosystem functions and values. (Ord. 2002-054 § 1).

3.25A.030 Applicability.

The PDR program shall be available for all qualifying lands, as identified in the PDR program guidelines, except those lands under the ownership or control of the United States of America, the state of
Washington or an agency or instrumentality thereof. Any conservation easement acquired pursuant to this chapter shall be voluntarily offered by the owner. (Ord. 2002-054 § 1).

3.25A.040 Definitions.

The following definitions shall apply in the interpretation and implementation of this chapter:

“Administrator” is that person placed in a managerial position over the daily operations of the PDR program. The administrator shall serve as a direct liaison to the program.

“Conservation easement” means a nonpossessory interest in one or more parcels by one or more qualified easement holders under WCC 3.25A.090(B) acquired under RCW 64.04.130, whether the easement is appurtenant or in gross, voluntarily offered by an owner and acquired by purchase or donation pursuant to the PDR program guidelines, imposing limitations or affirmative obligations for the purpose of retaining or protecting agricultural, forestry, and ecosystem values of the parcel or parcels.

“Owner” means the owner or owners of the fee simple interest of the parcel.

“Development rights” means an interest in and the right to use and subdivide land for any and all residential, commercial and industrial purposes and activities which are not incident to agricultural, forestry, and/or ecosystem uses.

“Parcel” means a legal lot of record, lawfully recorded in the Whatcom County auditor’s office. A conservation easement may contain one or more parcels; for purposes of this chapter the term “parcel” shall include all parcels covered by, or proposed to be covered by, the conservation easement.

The “PDR program guidelines” shall be adopted by county council and contain the rules and regulations under which the PDR program operates. They include eligibility criteria, site selection criteria, a standard conservation easement and other procedures and information necessary to ensure fair and consistent administration of the PDR program.

“Qualifying lands” means those properties meeting the eligibility criteria established in the PDR program guidelines for which development rights may be purchased pursuant to this chapter. (Ord. 2002-054 § 1).

3.25A.050 Designation of program administrator – Powers and duties.

A. Designation. The administrator shall be designated by and report to the director of planning and development services.

B. Powers and Duties. The administrator or his or her designee shall administer the PDR program and shall have powers and duties to:
1. Establish reasonable and standard procedures and forms consistent with this chapter and the
PDR program guidelines for the administration and implementation of the program.

2. Promote the program in cooperation with the PDR oversight committee by providing educational
materials to the public and conducting informational meetings.

3. Investigate and pursue, in conjunction with the county, state, federal and other programs
available, to provide additional public and private resources to fund the program and to maximize
private participation.

4. Evaluate and rank all applications to determine their eligibility and provide assistance to the PDR
oversight committee in ranking properties.

5. Coordinate the preparation of appraisals.

6. Negotiate conservation easement terms and value with the owner or owners.

7. Provide staff support to the county council, the PDR oversight committee, and the county’s
authorized appraiser.

8. For each conservation easement accepted into the program, establish baseline data, and assure
that the terms and conditions of the easement are monitored and complied with by coordinating a
monitoring program with each easement holder. (Ord. 2002-054 § 1).

3.25A.060 Purchase of development rights oversight committee established – Powers and duties.

A. Establishment. The PDR oversight committee is hereby established, as follows:

1. The committee shall consist of seven members appointed by the county executive and confirmed
by county council. Each member shall be a resident in and of Whatcom County. The committee
shall be comprised of three farmers, one individual representing farm-supporting businesses, one
individual possessing real estate experience, one citizen (nonfarmer) from the unincorporated
county, and one citizen (nonfarmer) from an incorporated city. No members may have an
ownership interest in any of the lands submitted for purchase pursuant to this chapter.

2. The members of the committee shall serve at the pleasure of the county council. The initial terms
of the members shall be as follows: two members shall be for two years, three members shall be
for three years; and two members shall be for four years. Each term after the initial term shall be for
four years.
3. The members of the committee shall serve without pay, but the county council may, at its discretion, reimburse members for actual and necessary expenses incurred in the performance of their duties.

4. The committee shall elect a chairperson, vice-chairperson and secretary at its first meeting each calendar year. The secretary need not be a member of the committee.

5. The administrator shall be an ex-officio member of the committee.

B. Purpose. To provide oversight and evaluation for the county PDR program. The PDR oversight committee's role is to advise the council in the selection of eligible lands offered for PDR acquisition.

C. Powers and Duties. The PDR oversight committee shall have the powers and duties to:

1. Promote the program, in cooperation and under the guidance of the administrator, by providing educational materials to the public and conducting informational meetings.

2. Review and make recommendations to the administrator and the county council as to which conservation easements should be purchased.

3. Annually review the PDR program guidelines and recommend to the county council any changes needed to maintain the program's consistency with the comprehensive plan, or to improve the administration, implementation and effectiveness of the program.

4. Provide an annual report of program accomplishments to county council and county executive.

D. Organization – Meetings. Meetings of the committee shall be open and accessible to the public and shall be subject to the Open Public Meetings Act. The committee shall determine its own meeting schedule but shall meet at least annually. A public comment period will be provided at each meeting.

Written records of meetings, decisions, findings and recommendations shall be kept and such records shall be public. The committee shall adopt its own rules and procedures for the conduct of business. The committee shall elect a chairperson from among its members who shall preside at its meetings. A quorum shall consist of four members present and the committee shall operate on a "majority rule" basis.

E. Technical Advisory Committee. A technical advisory committee, without voting privileges, may be formed to advise the PDR oversight committee on technical/scientific matters as needed. Representatives may include but not be limited to individuals from the following agencies: Cooperative Extension Service, National Resource Conservation Service and Whatcom Conservation District. (Ord. 2002-054 § 1).
3.25A.070 Eligibility criteria.

In order for a parcel to be eligible for a conservation easement, it must be located outside of an established urban growth area and within Rural 2A, Rural 5A*, Rural 5A, Rural 10A, Residential Rural, Rural Residential – Island, Rural Forestry, or Agriculture zoned land and meet any additional eligibility criteria as defined in the PDR program guidelines. (Ord. 2011-025 § 1 Exh. A; Ord. 2002-054 § 1).

*The asterisk refers to Rural 5A areas depicted on the official zoning maps with an asterisk that are subject to WCC 20.36.252, Rural residential density overlay.

3.25A.080 Ranking system.

In order to effectuate the purposes of this chapter, parcels for which conservation easement applications have been received shall be evaluated by utilizing the site selection criteria as contained in the PDR program guidelines. The ranking system shall be used to prioritize the acquisition of conservation easements. (Ord. 2002-054 § 1).

3.25A.090 Conservation easement terms and conditions.

Each conservation easement shall conform with the requirements of this chapter. The deed of easement shall be in a form approved by the county attorney, and shall contain, at a minimum, the provisions incorporated in the standard agricultural conservation easement. Central to the purpose of the PDR program are the following:

A. Allowable Uses, Uses that are compatible with the long-term productivity of the soil for the pursuit of farming or forestry enterprises and/or protection of ecosystem functions and values.

B. Designation of Easement Holders. The county shall be the easement holder, and if designated by the county council, one or more other public bodies or qualified organizations, as defined in RCW 64.04.130.

C. Conservation Easement Duration. A conservation easement acquired under the terms of this chapter shall be in perpetuity. (Ord. 2002-054 § 1).

3.25A.100 Application and evaluation procedure.

Beginning in the first year following the adoption of the ordinance codified in this chapter and continuing thereafter, the county shall conduct a voluntary property selection process generally as follows and pursuant to the PDR program guidelines.

A. Application. Owners of qualifying lands will be invited to make application for purchase of development rights by the county by giving notice in one newspaper of general circulation. Application materials will be provided by the administrator and will include, at a minimum, a standard application form and information
about the PDR program. Applications shall be submitted to the administrator and reviewed for completeness.

B. Evaluation. The administrator shall review and determine eligibility and priority classification of applications. The applications ranked by the administrator shall be forwarded to the PDR oversight committee. The committee shall review the applications and establish parcels for easement purchase based on selection criteria contained in PDR program guidelines. The committee shall then forward the parcels to the county council which shall review and prioritize parcels on which it will seek to purchase conservation easements.

C. Appraisal. For those applications that meet the requirements of subsection B of this section, the committee shall cause an appraisal of the applicant’s development rights to be made in accordance with PDR program guidelines.

D. Requirements and Deadlines May Be Waived. Any requirement or deadline set forth in this chapter or the PDR program guidelines may be waived by the county council if, for good cause, it is shown that urgent circumstances exist that warrant consideration of an application. Under such circumstances the council may purchase a conservation easement at any time and through any process it deems necessary.

E. Reapplication. An owner of a parcel not selected by the county council for purchase of a conservation easement may reapply in any future open application period. (Ord. 2013-015 Exh. A; Ord. 2002-054 § 1).

3.25A.110 Purchase of development rights procedure.

Each application for a conservation easement shall be processed and evaluated pursuant to the requirements as contained in the PDR program guidelines which will include at a minimum the following:

A. Development Rights Sale. Based on anticipated funding the administrator shall estimate the number of development rights that can be acquired from the initial pool of parcels identified in WCC 3.25A.100(B).

The administrator shall coordinate negotiations with the property owners. Upon completion of negotiations, the administrator shall arrange for an appraisal of the development rights by an independent county-authorized appraiser. The PDR oversight committee and administrator shall review the results of the appraisal. The administrator shall, in writing, invite property owners to sell to the county development rights for the amount of the appraised value of such development rights, subject to the terms and conditions of a proposed deed of easement. Property owners desiring to sell and/or donate development rights shall submit a written offer to sell. Nothing in this chapter shall compel an owner to submit an offer to sell.
B. Acceptance. An offer to sell development rights shall be forwarded to the county council for acceptance.

C. Conservation Easement Established. A conservation easement shall be established when the owner and an authorized representative of the holder of the easement have each signed the deed of easement. The deed shall be recorded in the Whatcom County auditor’s office.

D. Offers Not Made – Offers Not Accepted – Invitation to Other Owners. If an owner invited to sell elects not to do so, then the county administrator may send an invitation to sell to the owner(s) of the next highest prioritized parcel(s) remaining on the list of parcels.

E. Costs. If the county council accepts an offer to sell development rights, the county may pay all other costs including environmental site assessments, surveys, recording costs, if any, and other charges associated with closing. However, the county shall not pay expenses or fees incurred by the property owner for independent appraisals or legal, financial, or other advice, or expenses or fees in connection with the release and subordination of liens to the easement purchased by the county. (Ord. 2002-054 § 1).

3.25A.120 Restriction on buy-back – Extinction and exchange of easements.

If circumstances arise that render the purpose of this easement impossible to accomplish, the easement can be extinguished only by judicial proceedings. In the event of such an extinguishment or the taking of the property by the exercise of the power of eminent domain, grantors shall pay to Whatcom County an amount determined by subtracting the fair market value of the property subject to this easement from the fair market value of the property unrestricted by this easement, at the time of extinguishment or condemnation if Whatcom County is not compensated for its property interests at the time of the extinguishment or condemnation. Other details regarding restrictions on buy-back or extinguishment as may be deemed necessary shall be contained in the PDR program guidelines, and/or the easement deed. (Ord. 2013-015 Exh. A; Ord. 2002-054 § 1).

3.25A.130 Authorization.

A. The county is hereby authorized to acquire development rights from lands described and prioritized in WCC 3.25A.080. Such acquisition may be accomplished by purchase, gift, grant, bequest, devise, covenant or contract but only at a price which is equal to or less than the appraised value determined as provided in this chapter and the PDR program guidelines.

B. If the owner so elects, the county is authorized to pay the purchase price in a lump-sum single payment at time of closing, or to enter into contract for installment payments against the purchase price. When installment purchases are made, the county is authorized to pay interest on the declining unpaid
principal balance at a legal rate of interest consistent with prevailing market conditions at the time of
execution of the installment contract and adjusted for the tax-exempt status of such interest.

C. After county acquisition of development rights, the county may purchase the remaining agricultural,
forestry, or ecosystem rights or other property interests in such land only when requested by the owner
and when such acquisition is necessary to maintain agricultural, forestry, or ecosystem uses of the
property. (Ord. 2002-054 § 1).
Whatcom County
Agricultural, Forestry, and Ecological
Purchase of Development Rights
PROGRAM GUIDELINES

Revised version adopted April 9, 2013,
Second revision adopted XX, 2018
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### PURCHASE OF DEVELOPMENT RIGHTS PROGRAM
I. INTRODUCTION

These Program Guidelines are authorized under WCC Title 3.25A and serve as rules and procedures for administering the Whatcom County Agricultural, Forestry, and Ecological Purchase of Development Rights (PDR) Program.

The Guidelines serve two functions:

A. To provide an overview of the land preservation process for the property owner. Specifically, this information can be found in Section V.

B. To establish the rules and operational procedures that the PDR Oversight Committee and the Administrator must follow when operating a Purchase of Development Rights program.
II. PDR PROGRAM OBJECTIVE AND PRINCIPLES

Responding to the loss of County farmland, the Whatcom County Executive initiated the development of a Purchase of Development Rights (PDR) program in September of 2001. A PDR Advisory Committee comprised of farmers, citizens and conservation organizations was formed and tasked with assisting County staff in the development of a proposal for County Council consideration. The Purchase of Development Rights Program was enacted through Ordinance 2002-054 in September of 2002.

Since that time Whatcom County continues to experience a rapid development rate. Responding to the continued loss of agricultural land and of other land types such as forest resource lands and areas of ecological importance, these program guidelines have been updated accordingly.

A. Objective

The primary objective of the Whatcom County Purchase of Development Rights Program, in conjunction with other tools, is the protection of farmland. The secondary objective of the PDR Program is the protection of forestland and areas of ecological importance. The Whatcom County Purchase of Development Rights Program will help to sustain the farming and forestry enterprises as well as support healthy ecosystem function throughout Whatcom County.

B. Principles

The PDR Program provides a strategic tool to protect County farmland, forestland, and areas of ecological importance.

1. Preserve the County's Agricultural lands, Forestlands and Areas of Ecological Importance

   Encourage the protection of a critical mass of agricultural and forestry land to sustain the farm-related and forestry-related businesses and activities that are necessary to support the agricultural and forestry industries in Whatcom County. Additionally the Program will encourage the protection of areas of ecological importance necessary to sustain ecosystem health and function.

   The primary PDR Program emphasis will be:
   a. Reduce conversion of land to non-agricultural uses within the Agricultural District;
   b. Provide a buffer to discourage encroachment into the Agricultural District;
   c. Consolidate and protect areas of agricultural land; and
   d. Protect agricultural lands located outside the Agricultural District that are under increased pressure of development.

   The secondary PDR Program emphases will be:
   a. Reduce conversion of land to non-forestry uses within the Forestry Districts;
   b. Provide a buffer to encroachment of the Forestry Districts;
   c. Consolidate and protect areas of forestry land;
d. Address commercially significant forestry lands outside the Forestry Districts that are under pressure of development.

e. Protect areas of ecological importance and support and enhance ecosystem functions within agricultural and forestry lands;

h. Improve and support habitat connectivity and protection of critical habitat corridors.

2. Offer Effective Program Design

Maintain a voluntary tool for the preservation of productive agricultural and forestry lands, as well as areas of ecological importance in the County that will:

a. Provide farmers and foresters with the market based economic value for agricultural and forestry land without selling the land;

b. Provide property owners with the market based economic value for areas of ecological importance without selling the land.

c. Support and promote ongoing agricultural and forestry activities by offering an attractive option for farmers, foresters, and landowners;

d. Support and promote ecosystem function by offering an attractive option for landowners; and

e. Provide for ongoing monitoring and enforcement.

3. Leverage Program Impact and Efficiency

Enhance and support a coordinated approach to the preservation of the agricultural and forestry lands, as well as areas of ecological importance that will:

a. Create community support for agricultural and forestry preservation initiatives;

b. Create community support for the protection of areas of ecological importance;

c. Complement and foster other County programs and policies to preserve farming and agricultural lands;

d. Complement and foster other County programs and policies to preserve forestry and forestry lands;

e. Complement and foster other County programs and policies to enhance ecosystem function and protect areas of ecological importance; and

c. Leverage other public and private funding sources and provide or increase property owner incentives and program effectiveness.
III. ELIGIBILITY CRITERIA

A. Priority Consideration

Areas around the county have been identified to receive priority consideration for PDR Program participation.

Agricultural priority areas (Appendix A) include a combination of the twelve initial PDR Target Areas, Ten Rural Study Areas, Watershed Improvement District areas, in addition to the lands within the Agriculture Zone. Preservation of these areas protect designated agricultural lands and can establish a perimeter of PDR farmlands to protect against development encroachment into large blocks of agricultural lands. These lands, due to their soils, land use, and proximity to core agricultural areas, are deemed priority farmlands for program participation due to their vulnerability for conversion to non-agricultural uses.

Forestry priority areas (Appendix B) include lands located within the Rural Forestry zone and areas designated by the Washington State Department of Natural Resources as being priority for protection from conversion under Washington’s Forest Action Plan.

Ecological priority areas (Appendix C) include lands containing a mapped Habitat Conservation Area or within 165’ of habitat conservation feature. This includes fish bearing streams, areas identified under the Washington State Department of Fish and Wildlife’s Priority Habitats and Species, and the Chuckanut Wildlife Corridor. Additionally the mapped FEMA Floodplain and Flood Hazard areas have been included in addition to a 300’ buffer of the Historic Meander Zone.

B. PDR Program Eligibility

Two factors will be important in determining eligibility:
1. Availability of funding to expand the program and
2. Advancement of PDR Program objectives. Priority lands will continue to receive preference over other lands through weighted selection criteria.

All applicants for PDR Program participation must be within an Agriculture, Rural, Rural Residential, or Rural Forestry zoning designations. Properties located in Urban Growth Areas are ineligible to participate in the program, unless coordination with cities is a component of an application.

Applications received on parcels smaller than 10 acres may not retain any development rights.
IV. SITE SELECTION CRITERIA

All valid applications will be reviewed to determine if the acquisition of development rights will promote the PDR program’s goals and priorities. Selection criteria have been developed to guide, but not control, the review and assessment of eligible properties during selection.

Valid and accepted offers on eligible properties of greater points shall be considered for purchase with available funds before properties receiving lower scores. The criteria, which will be used to evaluate the applications, are outlined below.

Rating instructions: The selection criteria allow for a score of up to 100, with all five criteria sections assessed. Each criteria section is rated and assigned a point value. Then each section is assigned a weight factor. The five weight factors add up to 1.0. When total point values for a section are multiplied by the weight factor, a score will be reached for that section. The total of the 5 section scores result in the final applicant score. Staff performs the ranking, with review and adjustment by the PDR Oversight Committee.

1. Site Evaluation

The points for each criteria are based on a 100 point scale. Higher points are given to site characteristics that are more desirable, such as parcel size, characteristics that reflect a site’s threat of conversion, and characteristics that make a site more desirable to farming, such as available water rights.

A. Total size of parcel(s) (nominal acres)

   a. 0 – 10 ................................................................. 0 points
   b. 10 – 20 ............................................................... 15 points
   c. 20-49.9 ............................................................... 30 points
   d. 50-79.9 ............................................................... 70 points
   e. > 80 ................................................................. 100 points

B. Number of existing development rights offered under current zoning

   a. 1-2 ................................................................. 20 points
   b. 3 ................................................................. 40 points
   c. 4 ................................................................. 60 points
   d. 5 ................................................................. 80 points
   e. >/=6 .............................................................. 100 points

C. Adjacent land is conserved by easement or other means (Whatcom Land Trust, NRCS CREP Program, or owned by a municipality or NGO)

   a. >1 mile .......................................................... 0 points
   b. ½ to 1 mile ..................................................... 25 points
   c. ¼ to ½ mile .................................................... 50 points
d. <¼ mile................................................................. 75 points
  e. Adjacent......................................................... 100 points

D. Percent of parcel actively farmed

  a. 0-25% .............................................................. 25 points
  b. 26-50% ........................................................... 50 points
  c. 51-75% ........................................................... 75 points
  d. >75% ............................................................... 100 points

E. Number of legal lots of record

  a. 0-2................................................................. 20 pts
  b. 3................................................................. 40 pts
  c. 4................................................................. 60 pts
  d. 5................................................................. 80 pts
  e. >= 6............................................................. 100 pts

F. Legal water availability documentation

  a. Certified Water Right/Access to public water.............. 100 pts
  b. Water Claim or documented water use........................ 50 pts
  c. No Water documentation or legal water access............... 0 pts

G. Proximity to major roads or road intersections

  (For purposes of this evaluation, “major roads” means roads with a daily traffic
  volume of 3,000 or more trips. A list of roads currently meeting this definition is
  included as Appendix D to this report.)

  a) Property is at an intersection of major roads................ 100 Points
  b) Property is within 1,500 feet of the intersection
     of two major roads........................................... 75 Points
  c) Property fronts on a major road................................ 50 Points
  d) Property is within 2,500 feet of a major road.............. 25 Points

H. Threat of Conversion/Parcelization

  Total Number of Parcels in surrounding ¼ mile
  a) Less than 20 parcels........................................... 50 Points
  b) 20 - 50 parcels............................................... 100 Points
  c) 50 - 100 parcels.............................................. 50 Points
  d) more than 100 parcels....................................... 0 Points

Once a point value for the section is determined, it is multiplied by a weight factor to
indicate the importance (weighted factor for Site Evaluation section has been 0.35, but is
subject to ongoing review by the Committee).
2. Land Evaluation

Productive farming, forestry and associated activities depend on soil capability (the suitability of soils for most types of field crops and/or timber production). Therefore, emphasis should be placed on the property’s soil characteristics. The scoring system uses the NRCS Prime Farmland classifications, LESA classifications and APO soils classifications, including classification of soils of statewide importance as well as consideration given to site index score for forest soils. Highest points are assigned to better agricultural soils and lower points to poorer agricultural soils. Forest soils also receive additional points. Points are assigned based on the productivity and/or characteristics of the soil (profile, texture, slope, other). A soils chart is included as Appendix D. If a soil has a site index rating and a prime soil rating, the rating with the highest number of points will be applied.

Below is a table detailing the soil point system:

<table>
<thead>
<tr>
<th>LESA Rating</th>
<th>APO or Non-APO Prime 1</th>
<th>Non-APO or Prime 2-8</th>
<th>Soils of Statewide Importance</th>
<th>Site Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>100</td>
<td>90</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
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</tr>
<tr>
<td>4</td>
<td>85</td>
<td>75</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>No Rating</td>
<td>80</td>
<td>70</td>
<td>50</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site Index Rating</th>
<th>APO or Non-APO Prime 1</th>
<th>Non-APO or Prime 2-8</th>
<th>Soils of Statewide Importance</th>
<th>Site Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>60</td>
</tr>
<tr>
<td>2</td>
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<td>4</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>30</td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>20</td>
</tr>
</tbody>
</table>

Farm applications receive points for this section proportional to the percentage of each soil type that exists on the property. An example of how this would work follows: A farm under review is 40 acres, of which 29.79 acres (about 75%) is soil 179-Whatcom Silt Loam 4-9% slopes, which is classified as LESA 4, APO Prime 1; and 10.21 acres (about 25%) is soil 180-Whatcom Silt Loam 9-15% slopes, which is not classified as APO or Prime, but is a soil of Statewide Importance. This farm would score a total of 76.07 points for this Section, as shown:

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>K</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil #</td>
<td>Area (in acres)</td>
<td>% (B/Total area)</td>
<td>APO Soil</td>
<td>Prime 1-6?</td>
<td>LESA Rating</td>
<td>Prime Rating</td>
<td>Statewide Soil</td>
<td>Site Index</td>
<td>Points</td>
<td>Score (J°C)</td>
</tr>
<tr>
<td>179</td>
<td>29.79</td>
<td>74.48%</td>
<td>Y</td>
<td>Y</td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>85</td>
<td>63.30</td>
</tr>
<tr>
<td>180</td>
<td>10.21</td>
<td>25.53%</td>
<td>N</td>
<td>N</td>
<td>0</td>
<td>0</td>
<td>yes</td>
<td>2</td>
<td>50</td>
<td>12.76</td>
</tr>
<tr>
<td>Total area</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>76.07</td>
</tr>
</tbody>
</table>

Once a point value for the section is determined, it is multiplied by a weight factor to indicate the importance (weighted factor for Land Evaluation section has been 0.35, but is subject to ongoing review by the Committee).
3. **Ecological Evaluation**

The Washington State Department of Ecology Watershed Characterization report has identified recommendations for addressing water flow processes within sub-watersheds.

A. Protection (Overall importance to Water flow processes)
   a. Highest protection ................................................................. 100 pts
   b. Protection ........................................................................... 75 pts
   c. Protection/Restoration ......................................................... 50 pts
   d. Conservation (no change) ...................................................... 25 pts

B. Water Flow Restoration – Is property owner willing to restore ecosystem processes beyond the minimum required practices?
   a. Yes ...................................................................................... 50 pts
   b. Maybe/No ........................................................................... 0 pts

C. Site contains conservation values (viewsheds, wetlands, notable wildlife habitat, other critical areas)
   a. Yes ...................................................................................... 50 pts
   b. No ....................................................................................... 0 pts

*Once a point value for the section is determined, it is multiplied by a weight factor to indicate the importance (weighted factor for Ecological Evaluation section has been 0.10, but is subject to ongoing review by the Committee).*

4. **Special Considerations**

A. Site contains heritage/historical significance, i.e. Heritage Barn Registry
   1. Yes ...................................................................................... 50 pts
   2. No ....................................................................................... 0 pts

B. Bargain Sale Opportunity below market value
   1. 91%-Full Value ....................................................................... 0 pts
   2. 71%-90% ............................................................................. 33 pts
   3. 50%-70% ............................................................................. 66 pts
   4. < 50% Full Value .................................................................. 100 pts

C. Removal of all remaining development rights?
   1. All removed ......................................................................... 100 pts
   2. Development rights remaining ............................................. 0 pts

D. Is located within a priority area:
   a. In priority area ..................................................................... 100 pts
   b. Not in a priority area ............................................................. 0 pts

*Once a point value for the section is determined, it is multiplied by a weight factor to indicate the importance (weighted factor for Special Considerations Points section has been 0.10, but is subject to ongoing review by the Committee).*
5. **Matching Funds Secured**

1. 100% secured............................................................................. 100 pts
2. 75% secured............................................................................. 75 pts
3. 50% secured............................................................................. 50 pts
4. 25% secured............................................................................. 25 pts
5. 0% secured............................................................................. 0 pts

*Once a point value for the section is determined, it is multiplied by a weight factor to indicate the importance (weighted factor for Bonus Points section has been 0.10, but is subject to ongoing review by the Committee).*

6. **Final Score**

The points for each section are added up and multiplied by a weight factor, which indicates the importance that is placed on a particular characteristic. The weighted scores are then added to provide an overall score (0-100). The higher the score, the more closely the property meets the goals of the program and hence is a higher priority for purchase and preservation. Properties which score less than 40 (forty) points will not be recommended for program participation. The PDR Oversight Committee retains the ability to add or subtract up to 5 points on any application. A write-up of committee opinion will be included in all council proceedings.
V. OVERVIEW OF PDR PROGRAM PROCEDURES

A. Outreach and Publicity

Step 1: The County shall annually give notice in one newspaper of general circulation in each area where eligible lands are located which may be acquired. The notice shall include the properties eligible to participate, the application process and applicable timeframes and extensions.

The Administrator may identify each property with potential development rights within priority consideration areas and provide written notification to the property owners.

B. Application and Ranking

Step 2: Voluntary pre-application screening. Interested property owners may meet with the County PDR Program Administrator (Administrator) to review their eligibility and special circumstances, if any.

Step 3: Application. An owner of land eligible for PDR Program participation submits and application for County acquisition of property or development rights. The application must be submitted on the form provided by the County. Lot of Record application must be submitted simultaneously unless determination has already been completed.

Step 4: Lot of Record/Density Determination. An owner of land eligible for PDR Program participation submits a Lot of Record application and signs a Letter of Intent that states that payment for this service must be made upon closing of the easement or should the applicant wish to withdraw their application. This application determines legal status of lots being considered and determines that number of development rights remaining on said lots. PDR Program application may be submitted simultaneously.

Step 5: The Administrator reviews each application for completeness, determines if the subject property meets minimum eligibility criteria and assigns a preliminary score based upon the PDR site selection criteria.

Step 6: The PDR Oversight Committee reviews PDR Program applications and recommends proposed development rights acquisition utilizing the selection criteria. Recommendations for development right acquisition are prepared and forwarded to County Council to approve, deny, or recommend modification.

Step 7: The Administrator estimates the number of appraisals that can be initiated based on available funds and chooses the top ranked parcels from the County Council's list of parcels. The property owner is notified in writing of eligibility status.
Step 8: Property owners disputing their ranking may request a reconsideration of their ranking to the PDR Oversight Committee within 14 days after receiving written notice. The Committee shall review the reconsideration request at the next regularly scheduled meeting. Special consideration will be given if applicant modifies the original offer to include a bargain sale. The PDR Oversight Committee may, at its discretion, change the site’s rank, recommend the site for subsequent consideration, or deny the request.

C. Title

Step 9: The Administrator initiates a title search. Closing is conditioned on the resolution of all unapproved title exceptions, within the County’s sole discretion, which may require the receipt of subordination agreements or payoff letter.

D. Pricing Estimate and Appraisal

Step 10: The Administrator or designee provides preliminary estimate of value, and notifies the property owner of an estimated range of value within which the appraisal will likely fall. The Administrator or designee sends the applicant a letter of intent, including range of expected value. The letter calls for the signature of property owner(s), and spells out conditions under which costs for further due diligence and the lot of record must be reimbursed to the county if the property owner chooses to withdraw from the program within a specified period of time.

Step 10: The Administrator or designee proceeds to verify assumptions through official county processes, such as a formal Lot of Record and density determination, and conduct other due diligence as necessary (such as water rights research and Title research and clearing).

Step 11: Unless Council and the Executive specifically authorize an alternate approach to determine value, the Administrator commissions a full appraisal by a County authorized appraiser to appraise the development rights value of the land proposed for development rights sale. The development rights value is the difference between the market value of full ownership of the land, and the agricultural value.

Step 12: The appraiser submits the completed appraisal (or the alternate determination of value is conducted and submitted) to the Administrator and the Oversight Committee for their review.

Step 13: The Administrator or designee meets with the property owner to review the appraisal (or alternate determination of value), state the offer, review the conservation easement provisions, agreement terms and conditions, and to answer the property owner’s questions.

Step 14: If the property owner believes that the land has not been adequately appraised or valued, the owner may, within the time allowed in the schedule, commission an appraisal at the owner’s expense.
E. Offer to Purchase Easement and Agreement

Step 15: A written offer to purchase development rights based on appraised or determined value is made to the property owner following budget authorization by the County Council, and approval by the County Executive.

Step 16: Within 30 days, the property owner accepts, rejects or makes a counter offer. Counter offers will be reviewed and evaluated by the Oversight Committee and the County’s authorized appraiser.

Step 17: Property owners desiring to sell their development rights sign a Purchase and Sale Agreement.

F. Adjacent Property Owner Notification

Step 18: Neighboring property owners are notified that adjacent land is in the process of being preserved.

G. Approval

Step 19: Review materials are presented to the County Executive for review and approval, rejection, or recommendation for modification.

Step 20: Review materials are sent to other participating entities for partially or wholly funded conservation easements several days prior to any deadline.

I. Settlement

Step 21: Settlement will occur following County Executive approval of transaction terms and is contingent upon a title search and any other evidence, such as a land survey, that may be necessary to establish clear title.

Step 22: Payment will be in full at time of settlement unless the County and property owner agree to an installment sale.

Step 23: Checks are requested from the Finance Manager and settlement is scheduled within a week or two of approval. Federal or state money is dispersed according to federal or state regulation.

J. Recording

Step 24: The conservation easement will be recorded at the County Auditor’s office. The County or its designee will monitor the properties under easement at least annually to ensure compliance with the easement.
VI. CONSERVATION EASEMENTS

A. Description

A conservation easement deed is a legally binding document, which is recorded by the County Auditor, forever restricting the property to agricultural and directly associated uses, and for which compensation may be paid. As an easement in gross in perpetuity, restrictions are binding upon the owner and future owners, and run with the land.

B. PDR Program Conservation Easements

At the time of acquisition of development rights from a participating property, a conservation easement is placed on the property permanently restricting development of the site and protecting/preserving the agricultural, forestry, and ecological values associated with the site. The conservation easement must be signed by both the property owner(s) and the County Executive or his/her designee and recorded with the property records for the property. A model conservation easement deed is included in these guidelines as attachment D.

1. Conservation Easement Requirements

Conservation easements shall be on a form approved by the Whatcom County Prosecuting Attorney and shall meet the following basic requirements:

a. The deed shall be in recordable form and contain an accurate legal description setting forth the metes and bounds of the area subject to the easement;

b. Restriction is granted in favor of Whatcom County, or if designated by the organizations as defined in RCW64.04.130;

c. Restriction is granted in perpetuity, and shall bind existing and future property owners; and

d. Unless specifically provided for, nothing in the restrictions shall be construed to convey to the public a right of access or use of the property, and the owner of the property, his/her heirs, successors and assigns shall retain exclusive right to such access or use subject to the terms of the easement.

2. Filing

After the conservation easement is signed and notarized, it must be recorded with the Whatcom County Auditor’s Office.

C. Conservation Easement Conveyance

Conservation easements may be either donated or sold, or a combination of both.
1. Conservation Easement Donation
   a. A donation of a total parcel will not be subject to eligibility except as below in section c. Partial parcel donation shall be considered under the same rule as for development rights sales. Notwithstanding the eligibility of the property, acceptance of a fee interest or partial donation is within the discretion of the County Council.
   b. Whatcom County will accept voluntary donations or bequests of development rights as perpetual easements in gross if meeting eligibility criteria (except priority area criteria) and within the discretion of the County Council.
   c. All properties offered for development rights donation must meet the following minimum eligibility criteria:
      1. The PDR Oversight Committee will consider each offer on a case by-case basis, considering the property’s consistency with current and future land uses, and
      2. The property must be at least 1 acre in size, and
      3. Be in agricultural or forestry use or contain ecological values and has not been irrevocably devoted to a use inconsistent with the above values,
      4. Cannot be located within an Urban Growth Area, unless coordination with the proximal small city is a component of the donation.

2. Conservation Easement Sale
   a. Whatcom County will purchase perpetual conservation easements on qualified properties in accordance with the policies and procedures of the Whatcom County Agricultural, Forestry, and Ecological Purchase of Development Rights Program, with Federal, State, County, and/or private funds and any combination thereof.
   b. All properties offered for conservation easement sale must meet minimum eligibility criteria as contained in Section III.
VII. OPERATIONAL PROCEDURES FOR ACQUIRING PDR EASEMENTS

A. Outreach and Publicity

Annually, notice shall be published in one newspaper of general circulation. Application opening and closing dates, if any, will be determined by the PDR Oversight Committee. The Committee shall have the discretion to consider applications in rounds, or individually on a rolling basis. If selection deadlines are extended, the committee will provide public notice of the extension.

B. Application and Ranking

1. Property owner(s) voluntarily submits an application(s) to the County. The application must be submitted to the County on the form provided by the PDR Program, and according to the relevant public notice. Applicants are to include at a minimum:
   a. Name(s) and address(es) of the property owner(s) of the site;
   b. Legal description and parcel number(s);
   c. Copy of the property deed and title;
   d. Total acreage of farmland to be included in the PDR Program;
   e. Current land use and soils;
   f. Number of dwelling units;
   g. Description of the farming operation;
   h. Other information necessary to evaluate property eligibility;
   i. Lot of Record/Density Determination application and payment, or Lot of Record/Density Determination application and signed Letter of Intent agreeing to terms of payment at the time of easement closing or upon withdrawal from program, or completed Lot of Record/Density Determination; and
   j. Acknowledgement of intent to grant to Whatcom County a conservation easement in a form provided by the County.

2. The Administrator shall review each application to determine completeness and eligibility.

3. Applications meeting all minimum eligibility criteria shall be evaluated and scored by the administrator and Oversight Committee according to the site selection criteria. (See Section IV)

4. The PDR Oversight Committee shall provide the County Council with information and scoring of properties recommended for conservation easement acquisition by the committee. County Council shall approve or deny pursuit of conservation easement acquisitions on the parcels.
5. The Administrator shall then arrange appraisals (or alternate determination of value) of eligible applicant properties as determined by the County Council.

6. The PDR Oversight Committee and Administrator shall provide updates to the County Council discussing recommended purchases, possible program changes, and anticipated budget needs.

C. Appraisal

1. Appraisals for eligible properties shall be conducted to determine the value of development rights of parcels in the order of acquisition priority until acquisition funds are expended.

   a. The appraisals are to be made by an independent appraiser qualified to appraise agricultural, forestry, and/or ecological land for development rights purchases. An appraiser is deemed qualified if he or she possesses a State of Washington certification as a State Certified General Real appraiser, MAI designation by the Appraisal Institute (or equivalent), and at least five years agricultural lands appraisal experience. Appraisers shall supply a narrative or UAAR form report, which contains information as required by the Uniform Standards of Professional Appraisal Practice (USPAP), Uniform Appraisal Standards of Federal Land Acquisition (UASFLA) and as specified in any contract with the County.

   b. An appraisal report is an objective report of market facts. The appraisal report must estimate both the unrestricted fee market value of the land only, excluding the value of buildings, and the agricultural value of the land only, of which the difference is the development rights value.

   c. Both values shall be based primarily on an analysis of comparable sales. If comparable sales data is not available for agricultural lands, the appraiser may use local farmland rental values or capitalized production values to determine the agricultural values of the land.

   d. A description of the buildings or other improvements shall appear in the appraisal report; however, the buildings will not be valued and therefore will not be considered in determining the development rights value.

   e. The appraiser shall report whether the subject property has any land use restrictions, public or private and/or physical attributes, which limit the developmental capability of the land.

   f. The appraiser shall be advised that conservation easements are perpetual. The perpetual nature of the easement shall take precedent over any agricultural zoning status.

   g. The appraisal shall be in writing and may be discussed with the owners prior to the submission of written offers.
h. If the property owner believes the property has not been adequately appraised, the owner may, within the time allotted, request that a review appraisal be made at the owner’s expense. This appraisal must be completed in accordance with the guidelines set forth herein. If the review (owner’s) appraisal is not completed within the allotted time, the application will be delayed for future committee consideration. If a review appraisal is completed, the appraisals will be reviewed by the County’s Appraiser. The County’s Appraiser in consultation with the Program Administrator and the PDR Oversight Committee will accept, modify or reject the review appraisal. The determination of the County’s Appraiser is final.

i. The maximum value of development rights purchased by the County shall be no more than the easement value contained in an appraisal report. The easement value is the difference between the farmland’s value before and after the voluntary conservation easement.

2. Council and the Executive may specifically authorize an alternate approach to determine value in accordance with state and local laws, in which case the conditions of that approach would substitute for the appraisal guidelines as set forth in C.1., above.

D. Title and Survey Issues

1. The Administrator shall request a title report confirming that applicant is the owner of the property and has unrestricted legal right to transfer the development rights (i.e. there must be clear title to transfer the property). The title report will be provided to the County Attorney for review.

2. All encumbrances (including but not limited to: liens, mortgages and judgments) against the property must be subordinated, satisfied or removed prior to development rights acquisition. Mortgage and/or lien holder subordination and releases may be required acknowledging that a conservation easement will be placed on the property and subordinating their interest in the property to the deed restriction.

3. At settlement for a County or joint development rights purchase, the PDR Oversight Committee or applicant shall provide a title insurance policy issued by a title insurance company authorized to conduct business in Washington State by the Washington State Office of Insurance Commissioner. The cost of such title insurance shall be a shared cost, with the county’s portion considered a cost incident to the development rights purchase and a reimbursable expense from the County’s Conservation Futures Fund.

4. It is the property owner’s responsibility to survey (or provide a legal description that meets specific standards) any exceptions from the easement and any graveyards or cellular towers that may be located on the property. It is the property owner’s responsibility to provide a legal description for any commercial
operation on the farm that is not incidental to the overall farming operation, in
order to exclude it from the easement. Surveys shall be conducted by a licensed
surveyor in accordance with state and federal regulations.

E. Development Rights Value and Purchase Price

1. The maximum value of development rights purchased by the County shall be no
more than the easement value contained in an appraisal report. The easement
value is the difference between the land’s value before and after the voluntary
conservation easement.

2. Development rights may only be purchased in perpetuity.

F. Recommendation of Development Rights Purchases by the PDR Oversight
Committee

1. The PDR Oversight Committee, in making recommendations concerning
applications and purchase offers, shall consider the following:
a. Evaluation according to the site selection criteria
b. Consistency with County Comprehensive
c. Cost relative to total allocations and appropriations
d. Proximity to other land subject to protection easements

2. Upon receiving the recommendations of the PDR Oversight Committee and the
Administrator, the County Executive shall review the recommendations and shall
take final action to authorize or deny proposed purchase terms and offers,
consistent with authorization by the County Council.

3. If a property is approved for development rights purchase, the Administrator will
meet with the property owner and review the terms, conditions and amount of the
County’s offer. A written offer will be provided to the property owner. Written
notice shall also be provided to land not approved for development rights
purchase.

4. Within 30 days of receipt of a written offer from the County an applicant must
indicate in writing which of the following actions they intend to pursue:
a. Accept the offer.
b. Reject the offer.
   1. Reject offer outright
      a. no further action
      b. participate in future review
   2. Submit a counter offer within 90 days of written notice of offer by
      the County.
   c. Failure to notify the County within 30 days shall constitute rejection of the
      offer.
5. If the offer is accepted, the Administrator shall prepare a Purchase and Sale agreement. USDA or State Funds must be paid as lump sum. The method of payment shall be specified from the options listed below:
   a. Lump Sum
   b. Installment Purchase Agreement (IPA)
   c. Like-Kind Exchange
   d. Or a combination of the above

6. For development rights purchase utilizing the Installment Purchase Agreement (IPA) program, the County Council at settlement shall provide an opinion of legal counsel that the County’s obligations to make installment payments of principal and tax-exempt interest over time are legal, valid, and binding. And that such payments are a general obligation of the County for which its full faith, credit, and taxing power are pledged. Interest paid by the County is exempt from federal income taxes.

7. All Agreements of Sale and Conservation Easements require the County Council’s approval.

G. Grant of the Agricultural, Forestry, and/or Ecological Protection Conservation Easement

Before the purchase of development rights can be finalized, a conservation easement in a form approved by the County Attorney and consistent with the policies of the PDR Program Guidelines, must be placed on the property permanently restricting development of the site and preserving its agricultural, forestry and/or ecological values.

The principal interest of the County is to ensure that lands are preserved and subsequently stewarded in a manner that maintains and enhances their farmland, forestland, and/or ecological values. There may be some instances where there is a public interest in another public entity or non-profit organization to hold the conservation easement, for continued stewardship and protection of the land. The County will consider:

1. The preferences of the donor or seller;

2. Administrative, monitoring, and enforcement issues associated with the conservation easement and the resources available to address these issues;

3. Requirement of Federal, State or County funding sources utilized to purchase development rights.

H. Development Rights Purchase Recommendations/Submission Requirements

1. County Council: Each recommendation for development rights purchases with County funds, State funds, Federal funds, private donor funds or a combination of funds shall be presented to the County Council at a regularly scheduled public meeting.
2. Letters of Notification: Letters of notification for development rights purchases will be sent to adjoining property owners by the Administrator.
A. Intent

This fund was established in 1992 to be used solely to acquire right and interests in open space land, farm and agricultural land, and timber land, so as to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve the property for public use and enjoyment.

B. Fund Sources

This Conservation Futures Fund is funded by a real property tax applied to all real property within Whatcom County at a rate determined by the county administration and county council.

C. Fund Source Accounts

Council shall annually consider an allocation of Conservation Futures Fund to be placed in a Purchase of Development Rights Account.

D. Installment Payment Fund

1. The intent of installment payment funds, which are established by the County, is to encumber and invest committed funds for which recipient property owners have elected annual installment payments for a period, which may vary according to the wishes of the property owner.

2. The full consideration of any transaction for which installment payments of five years or less have been elected shall be placed in the fund, less the amount of any first installment to be paid at settlement. This amount shall be invested and annual installment payments shall include the interest accrued.

3. Annual installment payments shall be made on or before January 20th of each year.

4. A property owner may enter into an Installment Purchase Agreement for fifteen (15) to thirty (30) years at an interest rate to be negotiated between the property owner and the County. The property owner will receive semi-annual interest payments that are tax exempt. Principal will be paid in one lump sum at the end of term. The property owner will also receive a security representing the Installment Purchase Agreement. The property owner may sell or assign this Agreement.
E. Public Expenditures

1. All public expenditures from the Conservation Futures Fund are subject to approval by Whatcom County Council and will be made in accordance with approved disbursement procedures.

2. Expenditures from the PDR Program Account shall be limited to interests in qualified agricultural, forestry, and/or ecological land participating in Whatcom County’s Agricultural, Forestry, and Ecological Purchase of Development Rights Program, and other expenses necessary to the acquisition of conservation easements authorized under RCW 84.34.200-.240.

3. The annual appropriation to the PDR Program by the County Council shall be available for the calendar year in which the appropriation was made and or the subsequent calendar year.
# APPENDIX E

## Soils List

<table>
<thead>
<tr>
<th>Soil #</th>
<th>Soil Name</th>
<th>APO y/n</th>
<th>LESA Group</th>
<th>PRIME</th>
<th>STATEWIDE IMPORTANCE</th>
<th>Site Index</th>
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<tbody>
<tr>
<td>1</td>
<td>ANDIC CRYOCHREPTS - 60 TO 90% SLOPES</td>
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<td>0</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
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<td>185</td>
<td>WICKERSHAM CHANNERY SILT LOAM - 0 TO 8% SLOPES</td>
<td>N</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>186</td>
<td>WICKERSHAM CHANNERY SILT LOAM - 0 TO 3% SLOPES</td>
<td>Y</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>187</td>
<td>WICKERSHAM SILT LOAM - 3 TO 15% SLOPES</td>
<td>Y</td>
<td>0</td>
<td>1</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>188</td>
<td>WICKERSHAM SILT LOAM - 15 TO 40% SLOPES</td>
<td>N</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>189</td>
<td>WISEMAN VERY CHANNERY SAND LOAM - 0 TO 8% SLOPES</td>
<td>N</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>190</td>
<td>WOLLARD GRAVELLY SILT LOAM - 30 TO 60% SLOPES</td>
<td>N</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>191</td>
<td>YELM LOAM - 3 TO 8% SLOPES</td>
<td>Y</td>
<td>1</td>
<td>1</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>192</td>
<td>YELM-URBAN LAND COMPLEX - 0 TO 3% SLOPES</td>
<td>N</td>
<td>0</td>
<td>0</td>
<td>2</td>
<td></td>
</tr>
</tbody>
</table>
APPENDIX F

Model Conservation Easement Deed

A sample Conservation Easement Deed based on the assumption of matching funds from the USDA-NRCS Agricultural Conservation Easement Program, is included in the following pages.
PURCHASE OF DEVELOPMENT RIGHTS PROGRAM
Whatcom County
Agricultural-, Forestry, and Ecological
Purchase of Development Rights
PROGRAM GUIDELINES

Revised version adopted April 9, 2013,

Second revision adopted XX, 2018
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<th>Page</th>
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<td>3</td>
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<td>2</td>
</tr>
<tr>
<td>APPENDIX E - SOILS LIST</td>
<td>3</td>
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<tr>
<td>APPENDIX DEF - MODEL CONSERVATION EASEMENT DEED, CONSERVATION EASEMENT</td>
<td>77</td>
</tr>
</tbody>
</table>

**PURCHASE OF DEVELOPMENT RIGHTS PROGRAM**
I. INTRODUCTION

These Program Guidelines are authorized under WCC Title 3.25A and serve as rules and procedures for administering the Whatcom County Agricultural, Forestry, and Ecological Purchase of Development Rights (PDR) Program.

The Guidelines serve two functions:

A. To provide an overview of the farmland preservation process for the property owner. Specifically, this information can be found in Section V.

B. To establish the rules and operational procedures that the PDR Oversight Committee and the Administrator must follow when operating a Purchase of Development Rights program.
II. PDR PROGRAM OBJECTIVE AND PRINCIPLES

Responding to the loss of County farmland, the Whatcom County Executive initiated the development of a Purchase of Development Rights (PDR) program in September of 2001. A PDR Advisory Committee comprised of farmers, citizens and conservation organizations was instructed to assist and task with assisting County staff in developing a proposal for County Council consideration. The Purchase of Development Rights Program was enacted through Ordinance 2002-054 in September of 2002.

Since that time Whatcom County continues to experience a rapid development rate. Responding to the continued loss of agricultural land and of other land types such as forest resource lands and areas of ecological importance, these program guidelines have been updated accordingly.

A. Objective

In conjunction with other tools for protecting farmland, the primary objective of the Whatcom County Purchase of Development Rights Program, in conjunction with other tools, is the protection of farmland. The secondary objective of the PDR Program is the protection of forestland and areas of ecological importance. The Whatcom County Purchase of Development Rights Program will contribute to sustaining the farming enterprise and forestry enterprises as well as support healthy ecosystem function throughout Whatcom County.

B. Principles

The PDR Program is to provide a strategic tool to protect critically located County farmland, forestland, and areas of ecological importance.

1. Contribute to the Preservation of the County's Agricultural Land Baselines, Forestlands and Areas of Ecological Importance

Encourage the retention protection of a critical mass of agricultural and forestry land to sustain the farm-related and forestry-related businesses and activities that are necessary to support the agricultural industry and forestry industries in Whatcom County. Additionally the Program will encourage the protection of areas of ecological importance necessary to sustain ecosystem health and function.

The primary PDR Program emphasis will be:

a. Reduce conversion of land to non-agricultural uses within the Agricultural District;
b. Provide a buffer to discourage encroachment of agricultural core Agricultural District;
c. Reduce development potential within the agricultural core; and
d. Address unique and regionally important farming activities Protect agricultural lands located outside the agricultural core Agricultural District that are under increased pressure of development.
The secondary PDR Program emphasis will be:

a. Reduce conversion of land to non-forestry uses within the Forestry Districts;
b. Provide a buffer to encroachment of the Forestry Districts;
c. Consolidate and protect areas of forestry land;
d. Address commercially significant forestry lands outside the Forestry Districts that are under pressure of development;
e. Protect areas of ecological importance and support and enhance ecosystem functions within agricultural and forestry lands;
h. Improve and support habitat connectivity and protection of critical habitat corridors.

2. Offer Effective Program Design

Maintain a voluntary tool for the preservation of productive agricultural land, forestry lands, as well as areas of ecological importance in the County that will:

a. Provide farmers and foresters with the market based economic value for agricultural and forestry land without selling the land;
b. Provide property owners with the market based economic value for areas of ecological importance without selling the land;
c. Support and promote ongoing agricultural activity and forestry activities by offering an attractive option for farmers, foresters, and landowners;
d. Support and promote ecosystem function by offering an attractive option for landowners; and
e. Provide for ongoing monitoring and enforcement.

3. Leverage Program Impact and Efficiency

Enhance and support a coordinated approach to the preservation of the agricultural land, forestry lands, as well as areas of ecological importance that will:

a. Create community support for agricultural and forestry preservation initiatives;
b. Create community support for the protection of areas of ecological importance;
c. Complement and foster other County programs and policies to preserve farming and agricultural lands; and
d. Complement and foster other County programs and policies to preserve forestry and forestry lands;
e. Complement and foster other County programs and policies to enhance ecosystem function and protect areas of ecological importance; and
e. Leverage other public and private funding sources and provide or increase property owner incentives and program effectiveness.
III.- ELIGIBILITY CRITERIA

A. Priority Consideration

Areas around the county have been identified to receive priority consideration for PDR Program participation.

Twelve Agricultural priority areas (Appendix A) include a combination of the twelve initial PDR Target Areas (shown in Appendix A) are priority farmlands that are located within designated areas of Everson, Bear Road, Ten Mile Road, east Hemmi Road, Laurel, south Custer, north Custer, Stein Road, west Lynden, north Lynden and northeast Lynden Rural Study Areas, Watershed Improvement District areas, in addition to the lands within the Agriculture Zone. Preservation of these areas protect designated agricultural lands and can establish a perimeter of PDR farmlands to protect against development encroachment into large blocks of agricultural lands.

Ten Rural Study Areas (shown in Appendix B) are priority farmlands that are located in Rural-zoned areas of Guide/Aldrich, Grandview, Ten Mile, Loomis Trail, Custer, Harksell, East Badger, Minaker, Lawrence, and South Foerks. These lands, due to their soils, land use, and proximity to core agricultural areas, are also deemed priority farmlands for program participation.

In addition, the lands zoned Agricultural in Whatcom County are also priority farmlands due to their vulnerability for program participation. Lands immediately adjacent to Ag lands or Rural Study Areas lands will also be given priority through the selection process conversion to non-agricultural uses.

Forestry priority areas (Appendix B) include lands located within the Rural Forestry zone and areas designated by the Washington State Department of Natural Resources as being priority for protection from conversion under Washington's Forest Action Plan.

Eccological priority areas (Appendix C) include lands containing a mapped Habitat Conservation Area or within 1.65 of habitat conservation feature. This includes fish bearing streams, areas identified under the Washington State Department of Fish and Wildlife’s Priority Habitats and Species, and the Chuckanut Wildlife Corridor. Additionally the mapped FEMA Floodplain and Flood Hazard areas have been included in addition to a 300 foot buffer of the Historic Meander Zone.

B. PDR Program Eligibility

Two factors will be important in determining eligibility: 1.

1. Availability of funding to expand the program and 2.
1-2. Advancement of PDR Program objectives. Priority farmland will continue to receive preference over other farmland through weighted selection criteria.

All applicants for PDR Program participation must be within an Agriculture, Rural, Rural Residential, or Rural Forestry zoning designation. Properties located in Urban Growth Areas are ineligible to participate in the program, unless coordination with cities is a component of an application.

Applications received on parcels smaller than 10 acres may not retain any development rights.
# IV. SITE SELECTION CRITERIA

All valid applications will be reviewed to determine if the acquisition of development rights will promote the PDR program's goals and priorities. Selection criteria have been developed to guide, but not control, the review and assessment of eligible properties during selection.

In all selection rounds, valid and accepted offers on eligible properties of greater points shall be considered for purchase with available funds before properties receiving lower scores. The criteria, which will be used to evaluate the applications, are outlined below.

Rating instructions: The selection criteria allow for a score of up to 100, with all five criteria sections assessed. Each criteria section is rated and assigned a point value. Then each section is assigned a weight factor. The five weight factors add up to 1.0. When total point values for a section are multiplied by the weight factor, a score will be reached for that section. The total of the 5 section scores result in the final applicant score. Staff performs the ranking, with review and adjustment by the PDR Oversight Committee.

## 1. Site Evaluation

The points for each criteria are based on a 100 point scale. Higher points are given to site characteristics that are more desirable, such as parcel size, characteristics that reflect a site's threat of conversion, and characteristics that make a site more desirable to farming, such as available water rights.

### A. Total size of parcel(s) (nominal acres)

<table>
<thead>
<tr>
<th>Size</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 10</td>
<td>0 points</td>
</tr>
<tr>
<td>10 - 20</td>
<td>15 points</td>
</tr>
<tr>
<td>20 - 49.9</td>
<td>30 points</td>
</tr>
<tr>
<td>50 - 79.9</td>
<td>70 points</td>
</tr>
<tr>
<td>&gt;80</td>
<td>100 points</td>
</tr>
</tbody>
</table>

### B. Number of existing development rights offered under current zoning

<table>
<thead>
<tr>
<th>Number</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-2</td>
<td>20 points</td>
</tr>
<tr>
<td>3</td>
<td>40 points</td>
</tr>
<tr>
<td>4</td>
<td>60 points</td>
</tr>
<tr>
<td>5</td>
<td>80 points</td>
</tr>
<tr>
<td>&gt;=6</td>
<td>100 points</td>
</tr>
</tbody>
</table>

### C. Adjacent land is conserved by easement or other means (Whatcom Land Evaluation Trust, NRCS CREP Program, or owned by a municipality or NGO)

<table>
<thead>
<tr>
<th>Distance</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt;1 mile</td>
<td>0 points</td>
</tr>
<tr>
<td>1/2 to 1 mile</td>
<td>25 points</td>
</tr>
<tr>
<td>1/4 to 1/2 mile</td>
<td>50 points</td>
</tr>
</tbody>
</table>
d. < ¼ mile................................................................. 75 points

e. Adjacent............................................................... 100 points

D. Percent of parcel actively farmed

a. 0-25% ................................................................. 25 points
b. 26-50% ............................................................... 50 points
c. 51-75% ............................................................... 75 points
d. > 75% ................................................................. 100 points

E. Number of legal lots of record

a. 0-2............................................................... 20 pts
b. 3............................................................... 40 pts
c. 4............................................................... 60 pts
d. 5............................................................... 80 pts
e. ≥ 6............................................................... 100 pts

F. Legal water availability documentation

a. Certified Water Right/Access to public water......................... 100 pts
b. Water Claim or documented water use.................................. 50 pts
c. No Water documentation or legal water access.................. 0 pts

G. Proximity to major roads or road intersections

(For purposes of this evaluation, “major roads” means roads with a daily traffic volume of 3,000 or more trips. A list of roads currently meeting this definition is included as Appendix D to this report.)

a) Property is at an intersection of major roads......................... 100 Points
b) Property is within 1,500 feet of the intersection of two major roads............................................. 75 Points
c) Property fronts on a major road........................................ 50 Points
d) Property is within 2,500 feet of a major road....................... 25 Points

H. Threat of Conversion/Parcelization

Total Number of Parcels in surrounding ¼ mile

a) Less than 20 parcels ................................................. 50 Points
b) 20 – 50 parcels ..................................................... 100 Points
c) ≥ 50 – 100 parcels ................................................... 50 Points
d) more than 100 parcels ............................................... 0 Points

Once a point value for the section is determined, it is multiplied by a weight factor to indicate the importance (weighted factor for Site Evaluation section has been 0.35, but is subject to ongoing review by the Committee).
2. Land Evaluation

Productive farming, forestry and associated activities depend on soil capability (the suitability of soils for most types of field crops) and/or timber production). Therefore, emphasis should be placed on the property's soil characteristics. The scoring system uses the NRCS Prime Farmland classifications, LESA classifications and APO soils classifications, as well as including classification of soils of statewide importance—higher as well as consideration given to site index score for forest soils. Highest points are assigned to better agricultural soils and lower points to poorer soils: agricultural soils. Forest soils also receive additional points. Points are also assigned based on the productivity and/or characteristics of the soil (profile, texture, slope, other). A soils chart is included as Appendix E-D. If a soil has a site index rating and a prime soil rating, the rating with the highest number of points will be applied.

Below is a table detailing the soil point system:

<table>
<thead>
<tr>
<th>LESA Rating</th>
<th>APO+ or Non-APO Prime 1</th>
<th>Non-APO Prime 2-9</th>
<th>Soils of Statewide Importance</th>
<th>Site Index Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>100</td>
<td>90</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>95</td>
<td>85</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>3</td>
<td>90</td>
<td>80</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>85</td>
<td>75</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>No Rating</td>
<td>80</td>
<td>70</td>
<td>50</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Site Index Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>1</td>
</tr>
<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td>5</td>
</tr>
</tbody>
</table>

Farm applications receive points for this section proportional to the percentage of each soil type that exists on the property. An example of how this would work follows: A farm under review is 40 acres, of which 29.79 acres (about 75%) is soil 179-Whatcom Silt Loam 4-9% slopes, which is classified as LESA 4, APO Prime 1; and 10.21 acres (about 25%) is soil 180-Whatcom Silt Loam 9-15% slopes, which is not classified as APO or Prime, but is a soil of Statewide Importance. This farm would score a total of 76.07 points for this Section, as shown:

<table>
<thead>
<tr>
<th>Soil #</th>
<th>Area (in acres)</th>
<th>% (B/Total area)</th>
<th>APO Soil</th>
<th>Prime 1-6?</th>
<th>LESA Rating</th>
<th>Prime Rating</th>
<th>Statewide Soil</th>
<th>Site Index</th>
<th>Points</th>
<th>Score (L√C)</th>
</tr>
</thead>
<tbody>
<tr>
<td>179</td>
<td>29.79</td>
<td>74.48%</td>
<td>Y</td>
<td>Y</td>
<td>4</td>
<td>1</td>
<td>0</td>
<td>2</td>
<td>85</td>
<td>63.30</td>
</tr>
<tr>
<td>180</td>
<td>10.21</td>
<td>25.53%</td>
<td>N</td>
<td>N</td>
<td>0</td>
<td>0</td>
<td>yes</td>
<td>2</td>
<td>50</td>
<td>12.76</td>
</tr>
<tr>
<td>Total area</td>
<td>40</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>76.07</td>
</tr>
</tbody>
</table>

Revised and adopted, April 9, 2011
Once a point value for the section is determined, it is multiplied by a weight factor to indicate the importance (weighted factor for Land Evaluation section has been 0.3335, but is subject to ongoing review by the Committee).

2. Site3. Ecological Evaluation

The points for each criteria are based on a 100 point scale. Higher points are given to site characteristics that are more desirable, such as parcel size, characteristics that reflect a site's threat of conversion, and characteristics that make a site more desirable to farming, such as available water rights.

B. Total size of parcel(s) (nominal acres)
   a. 20-49.9  30 pts
   b. 50-79.9  70 pts
   c. >80

The Washington State Department of Ecology Watershed Characterization report has identified recommendations for addressing water flow processes within sub-watersheds.

A. Protection (Overall importance to Water flow processes)
   a. Highest protection .................................................. 100 pts
   b. Protection .......................................................... 75 pts
   c. Protection/Restoration .......................................... 50 pts
      i. Conservation (no change) ................................... 100 pts

C.A. Number of existing development rights offered under current zoning

   a. 1-2 20 pts
   b. 3 40 pts
   c. 4 60 pts
   d. 5 80 pts
   e. >6 100 pts

D. Adjacent land is conserved by easement or other means (Whatcom Land Trust or NRCS CREP Program)

   a. <1 mile 0 pts
   b. 1/4 to 1 mile 25 pts
   c. 1/4 to 1/2 mile

B. Water Flow Restoration - Is property owner willing to restore ecosystem processes beyond the minimum required practices?

   a. Yes ................................................................. 50 pts
   d. >1/4 mile .................................................. 75 pts
   e. Adjacent ........................................... 100 pts

F.A. Percent of parcel actively farmed

Revised and adopted, April 9, 2013
### C. Site contains conservation values (viewsheds, wetlands, notable wildlife habitat, and other critical areas)

<table>
<thead>
<tr>
<th></th>
<th>25 pts</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Yes</td>
<td>50 pts</td>
</tr>
<tr>
<td>b. 26-50%</td>
<td>75 pts</td>
</tr>
<tr>
<td>c. 51-75%</td>
<td>100 pts</td>
</tr>
<tr>
<td>d. &gt;75%</td>
<td>100 pts</td>
</tr>
</tbody>
</table>

### F. A. Number of legal lots of record

<table>
<thead>
<tr>
<th></th>
<th>0 pts</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. No</td>
<td>100 pts</td>
</tr>
<tr>
<td>a. 0-2</td>
<td>40 pts</td>
</tr>
<tr>
<td>b. 3</td>
<td>60 pts</td>
</tr>
<tr>
<td>c. 4</td>
<td>80 pts</td>
</tr>
<tr>
<td>d. 5</td>
<td>100 pts</td>
</tr>
<tr>
<td>e. &gt;6</td>
<td>100 pts</td>
</tr>
</tbody>
</table>

### G. Water Rights documentation available

<table>
<thead>
<tr>
<th></th>
<th>0 pts</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Yes</td>
<td>100 pts</td>
</tr>
<tr>
<td>b. No</td>
<td>50 pts</td>
</tr>
</tbody>
</table>

Once a point value for the section is determined, it is multiplied by a weight factor to indicate the importance (weighted factor for Site Ecological Evaluation section has been 0.3310, but is subject to ongoing review by the Committee).

### 34. Special Considerations

#### A. Site contains heritage/historical significance, i.e. Heritage Barn Registry

<table>
<thead>
<tr>
<th></th>
<th>50 pts</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Yes</td>
<td>50 pts</td>
</tr>
<tr>
<td>b. No</td>
<td>100 pts</td>
</tr>
</tbody>
</table>

#### B. Bargain Sale Opportunity below market value

<table>
<thead>
<tr>
<th></th>
<th>0 pts</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. 91%-Full Value</td>
<td>100 pts</td>
</tr>
<tr>
<td>b. No</td>
<td>0 pts</td>
</tr>
</tbody>
</table>

#### H. Site contains conservation values (viewsheds, wetlands, wildlife habitat, and other)

<table>
<thead>
<tr>
<th></th>
<th>33 pts</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Yes</td>
<td>33 pts</td>
</tr>
<tr>
<td>b. No</td>
<td>66 pts</td>
</tr>
<tr>
<td>c. 50%-70%</td>
<td>66 pts</td>
</tr>
</tbody>
</table>

Revised and adopted, April 9, 2013
4. **< 50% Full Value** .......................................................... 100 pts

C. **Removal of all remaining development rights?**
   1. All removed .............................................................. 100 pts
   2. Development rights remaining ..................................... 0 pts

D. **Is located within a priority area?**
   a. In priority area ......................................................... 100 pts
   b. Not in a priority area ............................................... 0 pts

*Once a point value for the section is determined, it is multiplied by a weight factor to indicate the importance (weighted factor for Special Considerations Points section has been 0.03, but is subject to ongoing review by the Committee).*

4. **Bargain Sale Opportunity**
   a. Sale below market value ........................................... 0 pts
   b. 71% - 90% ............................................................... 33 pts

5. **Matching Funds Secured**
   1. 100% secured ......................................................... 100 pts
   2. 75% secured ........................................................... 75 pts
   3. 50% - 70% ............................................................... 66 pts
   4. 50% Full Value ....................................................... 100 pts

*Once a point value for the section is determined, it is multiplied by a weight factor to indicate the importance (weighted factor for Bargain Sale Opportunity section has been 0.09, but is subject to ongoing review by the Committee).*

5. **Bonus Points**
   a. Not in target area ................................................... 0 pts
   b. 25% secured ........................................................... 25 pts
   c. 50% secured ........................................................... 50 pts
   d. 75% secured ........................................................... 75 pts
   e. 100% secured .......................................................... 100 pts
Once a point value for the section is determined, it is multiplied by a weight factor to indicate the importance (weighted factor for Bonus Points section has been 0.2210, but is subject to ongoing review by the Committee).

6. Final Score

The points for each section are added up and multiplied by a weight factor, which indicates the importance that is placed on a particular characteristic. The weighted scores are then added to provide an overall score (0-100). The higher the score, the more closely the property meets the goals of the program and hence is a higher priority for purchase and preservation. Properties which score less than 40 (forty) points will not be recommended for program participation. The PDR Oversight Committee retains the ability to add or subtract up to 5 points on any application. A write-up of committee opinion will be included in all council proceedings.
V. OVERVIEW OF PDR PROGRAM PROCEDURES

A. Outreach and Publicity

Step 1: The County shall annually give notice in one newspaper of general circulation in each area where eligible lands are located which may be acquired. The notice shall include the properties eligible to participate, the application process and applicable timeframes and extensions.

The Administrator may identify each property with potential development rights within priority consideration areas and provide written notification to the property owners.

B. Application and Ranking

Step 2: Voluntary pre-application screening. Interested property owners may meet with the County PDR Program Administrator (Administrator) to review their eligibility and special circumstances, if any.

Step 3: Application. An owner of land eligible for PDR Program participation submits and application for County acquisition of property or development rights. The application must be submitted on the form provided by the County. Lot of Record application must be submitted simultaneously unless determination has already been completed.

Step 4: Lot of Record/Density Determination. An owner of land eligible for PDR Program participation submits a Lot of Record application and signs a Letter of Intent that states that payment for this service must be made upon closing of the easement or should the applicant wish to withdraw their application. This application determines legal status of lots being considered and determines that number of development rights remaining on said lots. PDR Program application may be submitted simultaneously.

Step 5: The Administrator reviews each application for completeness, determines if the subject property meets minimum eligibility criteria and assigns a preliminary score based upon the PDR site selection criteria.

Step 6: The PDR Oversight Committee reviews PDR Program applications and recommends proposed development rights acquisition utilizing the selection criteria. Recommendations for development right acquisition are prepared and forwarded to County Council to approve, deny, or recommend modification.

Step 7: The Administrator estimates the number of appraisals that can be initiated based on available funds and chooses the top ranked parcels from the County Council’s list of parcels. The property owner is notified in writing of eligibility status.

Revised and adopted, April 9, 2011
C. Title

Step 89: The Administrator initiates a title search. Closing is conditioned on the resolution of all unapproved title exceptions, within the County’s sole discretion, which may require the receipt of subordination agreements or payoff letter.

D. Pricing Estimate and Appraisal

Step 910: The Administrator or designee initiates the pricing estimation process using the formula developed by a consulting appraiser and periodically updated OR provides preliminary estimate of value, and notifies the property owner of an estimated range of value within which the appraisal will likely fall. The Administrator or designee sends the applicant a letter of intent, including range of expected value. The letter calls for the signature of property owner(s), and spells out conditions under which costs for further due diligence and the appraisal (Lot of record) must be reimbursed to the county if the property owner chooses to withdraw from the program within a specified period of time.

Step 10: The Administrator or designee proceeds to verify assumptions through official county processes, such as a formal Lot of Record and density determination, and conduct other due diligence as necessary (such as water rights research and Title research and clearing).

Step 11: Unless Council and the Executive specifically authorize an alternate approach to determine value, the Administrator commissions a full appraisal by a County authorized appraiser to appraise the development rights value of the land proposed for development rights sale. The development rights value is the difference between the market value of full ownership of the land, and the agricultural value.

Step 12: The appraiser submits the completed appraisal (or the alternate determination of value is conducted and submitted) to the Administrator and the Oversight Committee for their review.

Step 13: The Administrator or designee meets with the property owner to review the appraisal (or alternate determination of value), state the offer, review the conservation easement provisions, agreement terms and conditions, and to answer the property owner’s questions.

Revised and adopted, April 9, 2013
Step 14: If the property owner believes that the farmland has not been adequately appraised or valued, the owner may, within the time allowed in the schedule, commission an appraisal at the owner’s expense.

E. Offer to Purchase Easement and Agreement

Step 15: A written offer to purchase development rights based on appraised or determined value is made to the property owner following budget authorization by the County Council, and approval by the County Executive.

Step 16: Within 30 days, the property owner accepts, rejects or makes a counter offer. Counter offers will be reviewed and evaluated by the Oversight Committee and the County’s authorized appraiser.

Step 17: Property owners desiring to sell their development rights sign a Purchase and Sale Agreement.

F. Adjacent Property Owner Notification

Step 18: Neighboring property owners are notified that adjacent land is in the process of being preserved.

G. Approval

Step 19: Review materials are presented to the County Executive for review and approval, rejection, or recommendation for modification.

Step 20: Review materials are sent to other participating entities for partially or wholly funded conservation easements several days prior to any deadline.

I. Settlement

Step 21: Settlement will occur following County Executive approval of transaction terms and is contingent upon a title search and any other evidence, such as a land survey, that may be necessary to establish clear title.

Step 22: Payment will be in full at time of settlement unless the County and property owner agree to an installment sale.

Step 23: Checks are requested from the Finance Manager and settlement is scheduled within a week or two of approval. Federal or state money is dispersed according to federal or state regulation.

J. Recording

Revised and adopted, April 9, 2013
Step 24: The conservation easement will be recorded at the County Auditor’s office. The County or its designee will monitor the properties under easement at least annually to ensure compliance with the easement.
VI. CONSERVATION EASEMENTS

A. Description

A conservation easement deed is a legally binding document, which is recorded by the County Auditor, forever restricting the property to agricultural and directly associated uses, and for which compensation may be paid. As an easement in gross in perpetuity, restrictions are binding upon the owner and future owners, and run with the land.

B. PDR Program Conservation Easements

At the time of acquisition of development rights from a participating property, a conservation easement is placed on the property permanently restricting development of the site and protecting/preserving the agricultural, forestry, and ecological values associated with the site. The conservation easement must be signed by both the property owner(s) and the County Executive or his/her designee and recorded with the property records for the property. A model conservation easement deed is included in these guidelines as attachment D.

1. Conservation Easement Requirements

Conservation easements shall be on a form approved by the Whatcom County Prosecuting Attorney and shall meet the following basic requirements:

a. The deed shall be in recordable form and contain an accurate legal description setting forth the metes and bounds of the farmed area subject to the easement;

b. Restriction is granted in favor of Whatcom County, or if designated by the organizations as defined in RCW 64.04.130;

c. Restriction is granted in perpetuity, and shall bind existing and future property owners; and

d. Unless specifically provided for, nothing in the restrictions shall be construed to convey to the public a right of access or use of the property, and the owner of the property, his/her heirs, successors and assigns shall retain exclusive right to such access or use subject to the terms of the easement.

2. Filing

After the conservation easement is signed and notarized, it must be recorded with the Whatcom County Auditor's Office.

C. Conservation Easement Conveyance

Conservation easements may be either donated or sold, or a combination of both.
1. Conservation Easement Donation
   a. A donation of a total parcel will not be subject to eligibility except as below in section c. Partial parcel donation shall be considered under the same rule as for development rights sales. Notwithstanding the eligibility of the property, acceptance of a fee interest or partial donation is within the discretion of the County Council.
   b. Whatcom County will accept voluntary donations or bequests of agricultural development rights as perpetual easements in gross if meeting eligibility criteria (except priority area criteria) and within the discretion of the County Council.
   c. All properties offered for development rights donation must meet the following minimum eligibility criteria:
      1. The PDR Oversight Committee will consider each offer on a case by-case basis, considering the property’s consistency with current and future land uses, and
      2. The farm property must be at least 4 acres in size, and
      3. Be in agricultural or forestry use or contain ecological values and has not been irrevocably devoted to a use inconsistent with agricultural uses, and that has a high potential for returning to commercial agriculture, and the above values,
      4. Cannot be located within an Urban Growth Area, unless coordination with the proximal small city is a component of the donation.

2. Conservation Easement Sale
   a. Whatcom County will purchase perpetual conservation easements on qualified properties in accordance with the policies and procedures of the Whatcom County Agricultural, Forestry, and Ecological Purchase of Development Rights Program, with Federal, State, County, and/or private funds and any combination thereof.
   b. All properties offered for conservation easement sale must meet minimum eligibility criteria as contained in Section III.
VII. OPERATIONAL PROCEDURES FOR ACQUIRING PDR EASEMENTS

A. Outreach and Publicity

Annually, notice shall be published in one newspaper of general circulation. Application opening and closing dates, if any, will be determined by the PDR Oversight Committee. The Committee shall have the discretion to consider applications in rounds, or individually on a rolling basis. If selection deadlines are extended, the committee will provide public notice of the extension.

B. Application and Ranking

1. Property owner(s) voluntarily submits an application(s) to the County. The application must be submitted to the County on the form provided by the PDR Program, and according to the relevant public notice. Applicants are to include at a minimum:
   a. Name(s) and address(es) of the property owner(s) of the site;
   b. Legal description and parcel number(s);
   c. Copy of the property deed and title;
   d. Total acreage of farmland to be included in the PDR Program;
   e. Current land use and APO soils;
   f. Number of dwelling units;
   g. Description of the farming operation;
   h. Other information necessary to evaluate property eligibility; and
   i. Lot of Record/Density Determination application and payment, or Lot of Record/Density Determination application and signed Letter of Intent agreeing to terms of payment at the time of easement closing or upon withdrawal from program, or completed Lot of Record/Density Determination; and
   j. Acknowledgement of intent to grant to Whatcom County a conservation easement in a form provided by the County.

2. The Administrator shall review each application to determine completeness and eligibility.

3. Applications meeting all minimum eligibility criteria shall be evaluated and scored by the administrator and Oversight Committee according to the site selection criteria. (See Section IV)

4. The PDR Oversight Committee shall provide the County Council with information and scoring of properties recommended for conservation easement acquisition by the committee. County Council shall approve or deny pursuit of conservation easement acquisitions on the parcels.

Revised and adopted, April 9, 2013
5. The Administrator shall then arrange appraisals (or alternate determination of value) of eligible farmland-applicant properties as determined by the County Council.

6. The PDR Oversight Committee and Administrator shall provide an annual update to the County Council discussing recommended purchases, possible program changes, and anticipated budget needs.

C. Appraisal

1. Appraisals for eligible properties shall be conducted to determine the value of development rights of parcels in the order of acquisition priority until acquisition funds are expended.

   a. The appraisals are to be made by an independent appraiser qualified to appraise agricultural, forestry, and/or ecological land for development rights purchases. An appraiser is deemed qualified if he or she possesses a State of Washington certification as a State Certified General Real appraiser, MAI designation by the Appraisal Institute (or equivalent), and at least five years agricultural lands appraisal experience. Appraisers shall supply a narrative or UAAR form report, which contains information as required by the Uniform Standards of Professional Appraisal Practice (USPAP), Uniform Appraisal Standards of Federal Land Acquisition (UASFLA) and as specified in any contract with the County.

   b. An appraisal report is an objective report of market facts. The appraisal report must estimate both the unrestricted fee market value of the land only, excluding the value of buildings, and the agricultural value of the land only, of which the difference is the development rights value.

   c. Both values shall be based primarily on an analysis of comparable sales. If comparable sales data is not available for agricultural lands, the appraiser may use local farmland rental values or capitalized production values to determine the agricultural values of the land.

   d. A description of the buildings or other improvements shall appear in the appraisal report; however, the buildings will not be valued and therefore will not be considered in determining the development rights value.

   e. The appraiser shall report whether the subject property has any land use restrictions, public or private and/or physical attributes, which limit the developmental capability of the land.

   f. The appraiser shall be advised that conservation easements are perpetual. The perpetual nature of the easement shall take precedent over any agricultural zoning status.
g. The appraisal shall be in writing and may be discussed with the owners prior to the submission of written offers.

h. If the property owner believes the property has not been adequately appraised, the owner may, within the time allotted, request that a review appraisal be made at the owner's expense. This appraisal must be completed in accordance with the guidelines set forth herein. If the review (owner’s) appraisal is not completed within the allotted time, the application will be delayed for future committee consideration. If a review appraisal is completed, the appraisals will be reviewed by the County's Appraiser. The County’s Appraiser in consultation with the Program Administrator and the PDR Oversight Committee will accept, modify or reject the review appraisal. The determination of the County’s Appraiser is final.

i. The maximum value of development rights purchased by the County shall be no more than the easement value contained in an appraisal report. The easement value is the difference between the farmland’s value before and after the voluntary conservation easement.

2. Council and the Executive may specifically authorize an alternate approach to determine value in accordance with state and local laws, in which case the conditions of that approach would substitute for the appraisal guidelines as set forth in C.1., above.

D. Title and Survey Issues

1. The Administrator shall request a title report confirming that applicant is the owner of the property and has unrestricted legal right to transfer the development rights (i.e. there must be clear title to transfer the property). The title report will be provided to the County Attorney for review.

2. All encumbrances (including but not limited to: liens, mortgages and judgments) against the property must be subordinated, satisfied or removed prior to development rights acquisition. Mortgage and/or lien holder subordination and releases may be required acknowledging that a conservation easement will be placed on the property and subordinating their interest in the property to the deed restriction.

3. At settlement for a County or joint development rights purchase, the PDR Oversight Committee or applicant shall provide a title insurance policy issued by a title insurance company authorized to conduct business in Washington State by the Washington State Office of Insurance Commissioner. The cost of such title insurance shall be a shared cost, with the county’s portion considered a cost incident to the development rights purchase and a reimbursable expense from the County’s Conservation Futures Fund.

4. It is the property owner’s responsibility to survey (or provide a legal description that meets specific standards) any exceptions from the easement and any
graveyards or cellular towers that may be located on the property. It is the property owner’s responsibility to provide a legal description for any commercial operation on the farm that is not incidental to the overall farming operation, in order to exclude it from the easement. Surveys shall be conducted by a licensed surveyor in accordance with state and federal regulations.

E. Development Rights Value and Purchase Price

1. The maximum value of development rights purchased by the County shall be no more than the easement value contained in an appraisal report. The easement value is the difference between the farmland’s value before and after the voluntary conservation easement.

2. Development rights may only be purchased in perpetuity.

F. Recommendation of Development Rights Purchases by the PDR Oversight Committee

1. The PDR Oversight Committee, in making recommendations concerning applications and purchase offers, shall consider the following:
   a. Evaluation according to the site selection criteria.
   b. Consistency with County Comprehensive Plan and Agriculture zoning designations.
   c. Cost relative to total allocations and appropriations.
   d. Proximity to other land subject to agricultural protection easements.

2. Upon receiving the recommendations of the PDR Oversight Committee and the Administrator, the County Executive shall review the recommendations and shall take final action to authorize or deny proposed purchase terms and offers, consistent with authorization by the County Council.

3. If a farmland is approved for development rights purchase, the Administrator will meet with the property owner and review the terms, conditions and amount of the County’s offer. A written offer will be provided to the property owner. Written notice shall also be provided to farmland not approved for development rights purchase during the current application round.
4. Within 30 days of receipt of a written offer from the County an applicant must indicate in writing which of the following actions they intend to pursue:
   a. Accept the offer.
   b. Reject the offer.
      1. Reject offer outright
         a. no further action
         b. participate in future review
      2. Submit a counter offer within 90 days of written notice of offer by the County.
   c. Failure to notify the County within 30 days shall constitute rejection of the offer.

5. If the offer is accepted, the Administrator shall prepare a Purchase and Sale agreement. USDA or State Funds must be paid as lump sum. The method of payment shall be specified from the options listed below:
   a. Lump Sum
   b. Installment Purchase Agreement (IPA)
   c. Like-Kind Exchange
   d. Or a combination of the above

6. For development rights purchase utilizing the Installment Purchase Agreement (IPA) program, the County Council at settlement shall provide an opinion of legal counsel that the County’s obligations to make installment payments of principal and tax-exempt interest over time are legal, valid, and binding. And that such payments are a general obligation of the County for which its full faith, credit, and taxing power are pledged. Interest paid by the County is exempt from federal income taxes.

7. All Agreements of Sale and Conservation Easements require the County Council’s approval.

G. Grant of the Agricultural, Forestry, and/or Ecological Protection Conservation Easement

Before the purchase of development rights can be finalized, a conservation easement in a form approved by the County Attorney and consistent with the policies of the PDR Program Guidelines, must be placed on the property permanently restricting development of the site and preserving its agricultural, forestry and/or ecological values.
The principal interest of the County is to ensure that agricultural lands are preserved and subsequently stewarded in a manner that maintains and enhances their farmland, forestland, and/or ecological values. There may be some instances where there is a public interest in another public entity or non-profit organization to hold the conservation easement, for continued stewardship and protection of the land. The County will consider:

1. The preferences of the donor or seller;

2. Administrative, monitoring, and enforcement issues associated with the conservation easement and the resources available to address these issues;

3. Requirement of Federal, State or County funding sources utilized to purchase development rights.

H. Development Rights Purchase Recommendations/Submission Requirements

1. County Council: Each recommendation for development rights purchases with County funds, State funds, Federal funds, private donor funds or a combination of funds shall be presented to the County Council at a regularly scheduled public meeting.

2. Letters of Notification: Letters of notification for development rights purchases will be sent to adjoining property owners by the Administrator.

3. All eligible applications not selected for PDR Program participation may choose to be reviewed during the next application period or withdrawn. Within 30 days following receipt of written notice from the county, the property owner must notify the administrator in writing requesting review in the next selection period.
VIII.- CONSERVATION FUTURES FUND

A. Intent

This fund was established in 1992 to be used solely to acquire right and interests in open space land, farm and agricultural land, and timber land, so as to protect, preserve, maintain, improve, restore, limit the future use of, or otherwise conserve the property for public use and enjoyment.

B. Fund Sources

This Conservation Futures Fund is funded by a real property tax applied to all real property within Whatcom County at a rate determined by the county administration and county council.

C. Fund Source Accounts

Council shall annually consider an allocation of Conservation Futures Fund to be placed in a Purchase of Development Rights Account.

D. Installment Payment Fund

1. The intent of installment payment funds, which are established by the County, is to encumber and invest committed funds for which recipient property owners have elected annual installment payments for a period, which may vary according to the wishes of the property owner.

2. The full consideration of any transaction for which installment payments of five years or less have been elected shall be placed in the fund, less the amount of any first installment to be paid at settlement. This amount shall be invested and annual installment payments shall include the interest accrued.

3. Annual installment payments shall be made on or before January 20th of each year.

4. A property owner may enter into an Installment Purchase Agreement for fifteen (15) to thirty (30) years at an interest rate to be negotiated between the property owner and the County. The property owner will receive semi-annual interest payments that are tax exempt. Principal will be paid in one lump sum at the end of term. The property owner will also receive a security representing the Installment Purchase Agreement. The property owner may sell or assign this Agreement.
E. Public Expenditures

1. All public expenditures from the Conservation Futures Fund are subject to approval by Whatcom County Council and will be made in accordance with approved disbursement procedures.

2. Expenditures from the PDR Program Account shall be limited to interests in qualified agricultural, forestry, and/or ecological land participating in Whatcom County's Agricultural, Forestry, and Ecological Purchase of Development Rights Program, and other expenses necessary to the acquisition of agricultural conservation easements authorized under RCW 84.34.200-.240.

3. The annual appropriation to the PDR Program by the County Council shall be available for the calendar year in which the appropriation was made and or the subsequent calendar year.
APPENDIX A

Purchase of Development Rights: Agricultural Target Areas

Figure 1: PDR Target Areas

Whatcom County

Source: Whatcom County PDR
November 2006

Revised and adopted, April 9, 2013
APPENDIX B

Rural-Study Forestry Priority Areas

Whatcom County
-Rural Study Areas and Agricultural Zone

Figure 2
APPENDIX C

Ecological Priority Areas
APPENDIX D

Major Roads
## APPENDIX E

### Soils List

<table>
<thead>
<tr>
<th>Soil #</th>
<th>Soil Name</th>
<th>APO y/n</th>
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<th>PRIME</th>
<th>STATEWIDE IMPORTANCE</th>
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<td>135</td>
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<td>139</td>
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<td>140</td>
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</table>

Revised and adopted, XX, 2018
APPENDIX DF

Model Conservation Easement Deed

A sample Conservation Easement Deed based on the assumption of matching funds from the USDA-NRCS Farm and Ranch Lands Protection Agricultural Conservation Easement Program, is included in the following pages.
PURCHASE OF DEVELOPMENT RIGHTS PROGRAM
### Clearances

<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>MDC</td>
<td>7/26/18</td>
<td></td>
<td>8/8/18</td>
<td>Intro</td>
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<td>Division Head:</td>
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<td></td>
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<td>09/11/18</td>
<td>Finance Comm; Council</td>
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<td>Dept. Head:</td>
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<td>Prosecutor:</td>
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<td>7/26/18</td>
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<td>Purchasing/Budget:</td>
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<td>7/26/18</td>
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<td>Executive:</td>
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<td>7/31/18</td>
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**Title of Document:** 2018 Supplemental Budget Request #10

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

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

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

Supplemental #10 requests funding from the General Fund:

1. To appropriate $30,000 in Assessor to fund valuation defense consultant services.
2. To appropriate $13,330 in Health to fund immunization program from Group Health Foundation grant proceeds.
3. To appropriate $45,100 in Non-Departmental to fund What-Comm E911 operations grant program.
4. To appropriate $89,874 in Health to fund solid waste enforcement program from grant proceeds.
5. To appropriate $138,035 in Health to fund increased maintenance activities at solid waste facilities.

**Committee Action:**

**Council Action:**

8/8/2018: Introduced 6-0, Ballew absent
ORDINANCE NO.
AMENDMENT NO. 10 OF THE 2018 BUDGET

WHEREAS, the 2017-2018 budget was adopted December 6, 2016; and,
WHEREAS, changing circumstances require modifications to the approved 2017-2018 budget; and,
WHEREAS, the modifications to the budget have been assembled here for deliberation by the Whatcom County Council,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2017-2018 Whatcom County Budget Ordinance #2016-068 is hereby amended by adding the following additional amounts to the 2018 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Assessor</td>
<td>30,000</td>
<td>-</td>
<td>30,000</td>
</tr>
<tr>
<td>Health</td>
<td>13,330</td>
<td>(16,000)</td>
<td>(2,670)</td>
</tr>
<tr>
<td>Non-Departmental</td>
<td>45,100</td>
<td>(45,100)</td>
<td>-</td>
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<tr>
<td>Total General Fund</td>
<td>88,430</td>
<td>(61,100)</td>
<td>27,330</td>
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<tr>
<td>Solid Waste Fund - Health</td>
<td>227,909</td>
<td>(89,874)</td>
<td>138,035</td>
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<td>Real Estate Excise Tax Fund I</td>
<td>115,000</td>
<td>-</td>
<td>115,000</td>
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<tr>
<td>Real Estate Excise Tax Fund II</td>
<td>54,000</td>
<td>-</td>
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<tr>
<td>Total Supplemental</td>
<td>485,339</td>
<td>(150,974)</td>
<td>334,365</td>
</tr>
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</table>

ADOPTED this ____ day of ____________________, 2018.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk
Rud Browne, Chair of the Council

APPROVED AS TO FORM:

( ) Approved    ( ) Denied

Jack Louws, County Executive

Date: _______________________

C:\Users\skorthui\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\Q46TVK17\Supplemental #10-2018.docx
<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased (Decreased) Expenditure</th>
<th>(Increased) Decreased Revenue</th>
<th>Net Effect to Fund Balance (Increase) Decrease</th>
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<tr>
<td><strong>General Fund</strong></td>
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<tr>
<td>Assessor</td>
<td>To fund valuation defense consultant services.</td>
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<td>-</td>
<td>30,000</td>
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<tr>
<td>Health</td>
<td>To fund immunization program from Group Health Foundation grant proceeds.</td>
<td>13,330</td>
<td>(16,000)</td>
<td>(2,670)</td>
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<tr>
<td>Non-Departmental</td>
<td>To fund What-Comm E911 operations grant program.</td>
<td>45,100</td>
<td>(46,100)</td>
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<tr>
<td><strong>Total General Fund</strong></td>
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<td>88,430</td>
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<td><strong>Solid Waste Fund</strong></td>
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<tr>
<td>Health</td>
<td>To fund solid waste enforcement program from grant proceeds.</td>
<td>89,874</td>
<td>(89,874)</td>
<td>-</td>
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<tr>
<td><strong>Total Solid Waste Fund</strong></td>
<td></td>
<td>227,909</td>
<td>(89,874)</td>
<td>138,035</td>
</tr>
<tr>
<td>Real Estate Excise Tax Fund I</td>
<td>To provide additional funding for EWRRC expansion project.</td>
<td>115,000</td>
<td>-</td>
<td>115,000</td>
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<tr>
<td>Real Estate Excise Tax Fund II</td>
<td>To fund transfer for Lighthouse Marine Park playground project.</td>
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<td><strong>Total Supplemental</strong></td>
<td></td>
<td>485,339</td>
<td>(150,974)</td>
<td>334,365</td>
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</table>
Supplemental Budget Request

Assessor

Suppl ID # 2523  Fund 1  Cost Center 300  Originator: Keith Willnauer

Expenditure Type: One-Time  Year 2 2018  Add'l FTE  Add'l Space  Priority 1

Name of Request: ADDITIONAL PROFESSIONAL SERVICES - NEW CONSULTANT

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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<tbody>
<tr>
<td>6630</td>
<td>Professional Services</td>
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Request Total $30,000

1a. Description of request:
Provide Valuation and Valuation Defense consultant services to the Assessor’s Office appeal defense for BTA Docket Numbers 2017-004, 2018-003 and 2018-004, Patrogas West, LLC., and Petrogas Pacific, LLC.

1b. Primary customers:
The Assessor’s Office representing property tax payers and Taxing Districts

2. Problem to be solved:
The issues associated with valuation of industrial facilities are complex and valuation in dispute is substantial.

3a. Options / Advantages:
Attempts to reconcile differences between the parties and reach stipulation agreement have been unsuccessful.

3b. Cost savings:

4a. Outcomes:
A Successful defense will set valuations currently in controversy and establish precedent to proceed with future valuation considerations.

4b. Measures:
Withdrawal of the appeals, (one has been withdrawn already), or hearing and decisions on the matters.

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:
General Fund, Successful establishment of valuations above contested amounts will result in supplemented payment of back taxes with a 9% penalty for the back tax amounts accruing directly to reimburse the general fund.
The current contract 201705022 will be reduced with an anticipated 20,000+ unexpended fund balance.

Wednesday, July 25, 2018
### Supplemental Budget Request

**Status:** Pending

**Health**

<table>
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<th>Cost Center</th>
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<tr>
<td>1</td>
<td>627216</td>
<td>Patty Proctor</td>
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**Expenditure Type:** One-Time  
**Year:** 2018  
**Add'l FTE:** □  
**Add'l Space:** □  
**Priority:** 1

**Name of Request:** Group Health Momentum Grant Phase II

---

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

---

**Date:** 7/03/18

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<th>Object Description</th>
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</tbody>
</table>

**Request Total:** ($2,670)

---

1a. **Description of request:**

Group Health Foundation Grant will be utilized to promote disease prevention and immunizations in Whatcom County. The Immunization program was awarded funds to:

1. Focus on immunization schedule awareness for new parents by providing an immunization schedule in a clear plastic "luggage tag" cover that can be attached to a diaper bag.
2. Provide educational material and encourage influenza vaccinations, send home influenza prevention kits and parent packs with children at six local area elementary schools (2200 children) and distribute to additional departments/agencies servicing preschool ages (0-5) i.e. WIC and childcare programs.
3. Coach four Whatcom County dental offices to access the state online immunization registry (WAIIS) at the time of their clients' appointments. The offices will print and provide each client their individualized immunization schedule identifying immunizations that are due. Clients will also be given a small gift such as bookmark, lip balm, pens with an imprinted immunization reminder along with the printout.

1b. **Primary customers:**

Whatcom County children age 0-18 and their parents/guardians.

2. **Problem to be solved:**

The county has had lower immunization rates than the state average, and has experienced above average rates of measles, mumps and pertussis.

3a. **Options / Advantages:**

These low-cost evidence based strategies are able to be implemented initially as pilots with potentially renewable grant funding. This will allow the program staff to review outcomes and determine if the interventions are effective prior to expanding.

3b. **Cost savings:**

Undetermined, intended results include decreased time out of school for children and decreased sick leave use by parents.

4a. **Outcomes:**

Improved immunization rates for Whatcom County children age 0-18, decreased sick days reported by participating schools, participation in pilot by 4 local dental offices.

4b. **Measures:**

2019 program performance measures

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

Local dentists, elementary schools, birthing centers, WIC programs and childcares, primary care provider offices, Nurse Family Partnership

---

*Monday, July 23, 2018*  
*Rpt: Rpt Suppl Regular*
5b. **Name the person in charge of implementation and what they are responsible for:**

Cindy Hollingsworth, Communicable Disease Manager, will ensure implementation of the grant components as outlined in the grant proposal.

6. **Funding Source:**

Group Health Foundation Community Grant.
MEMORANDUM

To: Whatcom County Executive Jack Louws and
Whatcom County Council Members

From: Suzanne Mildner, Grant Coordinator

Subject: Supplemental Budget Request for E911 funding (Pass through Grant to
What-Comm)

Date: July 20, 2018

The County is in the process of entering into a subrecipient agreement with the City of
Bellingham to facilitate a pass-through grant from The Washington State Military
Department. The grant funding is for FY2018-19 Emergency 911 operational expenses
for What-Comm Communications.

The grant contract period is July 2018 through August 2019, for a total of $45,100. The
execution of the Subrecipient Agreement will be contingent upon your approval of this
budget authority. Accordingly, we are requesting approval for supplemental funding in
the amount of $45,100 to support 911 operations at What-Comm Communications.
Supplemental Budget Request

Executive

Supp10 # 2830  Fund 1  Cost Center 4287  Originator: Suzanne Mildner

Expenditure Type: One-Time  Year: 2018  Add'l FTE  Add'l Space  Priority: 1

Name of Request: What-Comm E911 Operations 2018-19

X

Department Head Signature (Required on Hard Copy Submission)  Date: 7-20-18

<table>
<thead>
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<td>Intergov Subsidies</td>
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<tr>
<td>Request Total</td>
<td></td>
<td>$0</td>
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</tr>
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</table>

1a. Description of request:

This request is for the annual state-funded pass-through grant from the Washington State Military Department to reimburse the What-Comm Communications Center for eligible operating expenditures under WAC 118-66-050 (eligible professional development and operational expenses)

1b. Primary customers:

City of Bellingham, What-Comm Communications Center

2. Problem to be solved:

What-Comm is able to access this State Military Department funding by way of pass-through from the local county government. A subrecipient agreement will be signed with City of Bellingham.

3a. Options / Advantages:

The intergovernmental grant agreement is a vehicle for accessing this fund source. The acceptance of these grant funds ultimately reduces the cost to the community for 911 services.

3b. Cost savings:

N/A

4a. Outcomes:

911 services cost reductions for our community due to state subsidies

4b. Measures:

N/A

5a. Other Departments/Agencies:

City of Bellingham, What-Comm Communications

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

Greg Erickson, E911 Coordinator

6. Funding Source:

Washington State Military Department
Supplemental Budget Request

Health

Status: Pending

Solid Waste

Fund: 140  Cost Center: 140304  Originator: Patty Proctor

Expenditure Type: One-Time  Year: 2017  Add’l FTE:  Add’l Space:  Priority: 1

Name of Request: Dept of Ecology LFSWA Grant Enforcement

X

Department Head Signature (Required on Hard Copy Submission)  Date: 7/23/18

<table>
<thead>
<tr>
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<tr>
<td>8351</td>
<td>Operating Transfer Out</td>
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<td>$14,998</td>
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</table>

Request Total: $0

1a. Description of request:
The Department of Ecology has awarded funding for the solid waste enforcement program. Grant funding provides for the investigation and enforcement of solid waste illegal dumping.

1b. Primary customers:
Whatcom County Residents

2. Problem to be solved:
As per WAC 173-350 and WCC 24.06 the Health Department is the jurisdictional authority for enforcing compliance with solid waste handling standards. The grant funding increases local capacity to address illegal dumping.

3a. Options / Advantages:
The grant helps cover some of the cost for enforcement.

3b. Cost savings:
Without grant funds the solid waste fund must cover the cost. The 2018 portion of the grant is $89,874.

4a. Outcomes:
Mitigation of public health nuisances that result from improper and illegal solid waste handling.

4b. Measures:
Number of solid waste complaints received and resolved.

5a. Other Departments/Agencies:

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

6. Funding Source:
Department of Ecology, LFSWA grant. Includes indirect of 20.03%
1a. Description of request:

Maintenance on solid waste facilities has been deferred for several years. Now that the addition revenue from the excise tax on self-haulers has started, we are requesting funding for the following:

1. Repair & maintenance at the Disposal of Toxics facility by the airport $6,000
2. Repair and maintenance to the closed landfills $15,000
3. Repair, maintenance of equipment at the Point Roberts facility $75,000
4. Needed tools and equipment for program use $20,000

This request was reviewed and approved by the Solid Waste Executive Committee at their 7/17/18 meeting.

1b. Primary customers:
Residents of Whatcom County

2. Problem to be solved:

The Health Department took over the Solid Waste fund in 2015. Since that time, the program has expanded services (tire amnesty, Sustainable Connections waste audits for business, etc.). The existing facilities have had minor repairs but as grant funds were reduced less maintenance was feasible using existing funding. With the addition of the excise tax on self-haulers, funding is available to address some of the deferred maintenance issues.

3a. Options / Advantages:

The use of the funding to improve facilities will extend the life of the facilities and make them safer for the county residents using them.

3b. Cost savings:
Unknown

4a. Outcomes:

Solid Waste facilities will be better maintained and be safer for the county residents using them.

4b. Measures:

Repairs at solid waste facilities will be completed.

5a. Other Departments/Agencies:

None
Supplemental Budget Request

Status: Pending

<table>
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<tr>
<th>Health</th>
<th>Solid Waste</th>
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<tbody>
<tr>
<td>Suppl # 2329</td>
<td>Fund 140</td>
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<tr>
<td></td>
<td>Cost Center 140100</td>
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<tr>
<td></td>
<td>Originator: Patty Proctor</td>
</tr>
</tbody>
</table>

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

6. *Funding Source:*

The funding source for this request is the Solid Waste excise tax. On supplemental number 2379, the solid waste excise tax was increased to reflect the additional revenue anticipated by the self-haul excise tax. At that time of approval the unallocated revenue was $414,961. This request would use $138,035 leaving approximately $279,926 to increase the fund balance in the Solid Waste Fund.
MEMO:

TO: Whatcom County Council

DATE: July 18, 2018

FROM: Tyler Schroeder, Deputy Executive

RE: East Whatcom Regional Resource Center Expansion Project

Background and Purpose:
In 2016 the Opportunity Council secured a $750,000 Community Development Block Grant to add a food bank distribution center and space for multi-use programming to the East Whatcom Regional Resource Center. Due to revised construction estimates the project costs have increased.

On June 24, 2018 the County Council approved Resolution 2018-025 to allow for an increased contribution of $115,000 for a total REET I contribution of $415,000 to the project contingent upon the inclusion of the project on the 2018 CEDS Project list as approved though Resolution 2018-.

Funding Amount and Source:
The Fund Source is the REET I Fund in the amount of $115,000 for a total of $415,000.
Supplemental Budget Request

Non-Departmental

Fund 326  Cost Center 32600  Originator: Tawni Helms

Expenditure Type: One-Time  Year: 2017  Add'l FTE  Add'l Space  Priority: 1

Name of Request: Trf to fund EWRRC Expansion Project

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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</tr>
<tr>
<td>Request Total</td>
<td></td>
<td>$115,000</td>
<td></td>
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</tbody>
</table>

1a. Description of request:
In 2016, the Opportunity Council secured a $750,000 Community Development Block Grant and other funding to add a food bank distribution center and space for multi-use programming to the East Whatcom Regional Resource Center. Council also approved a $300,000 REET contribution for the project at that time. Due to revised construction estimates the project costs increased. On July 10, 2018 Council approved Resolution 2018-025 to increase the funding contribution by $115,000 to bring total REET I contributions for the project to $415,000. Additional revenue sources will bring the total project funding to over $2 million.

1b. Primary customers:
Low and moderate income residents of east Whatcom County.

2. Problem to be solved:
The additional REET funds will contribute sufficient monies to complete the project and achieve the project goals. Goals include year round emergency repository of food, currently not available due to lack of food bank storage and the absence of local grocery stores, so that in case of a state of emergency or disaster, the Foothills population will have a hub of food access. Expansion of the community multi use building will afford space for community programming and meeting spaces.

3a. Options / Advantages:
Original request for additional funds was much higher. Opportunity Council was able to achieve an expanded construction design at lower costs.

3b. Cost savings:
N/A

4a. Outcomes:
Completion of new construction of an expansion of the EWRRC building, and delivery of occupancy permit.

4b. Measures:
Ongoing reports will be required of the Opportunity Council, who will be working under supervision of our County Facilities staff.

5a. Other Departments/Agencies:
County Parks Department will continue to maintain an operating agreement with Opportunity Council for the EWRRC, and the County Facilities staff will have some oversight of the construction process. The Opportunity Council will be managing the project.

5b. Name the person in charge of implementation and what they are responsible for:
Mike McFarlane, Parks Director
Rob Ney, Facilities Operations Manager

Wednesday, July 25, 2018  Rpt: Rpt Suppl Regular
Supplemental Budget Request

Non-Departmental

Suppl IO # 2623  Fund 326  Cost Center 32600  Originator: Tawni Helms

6. Funding Source:
Real Estate Excise Tax Fund I
Supplemental Budget Request

Non-Departmental

Status: Pending

Suppl # 2832  
Fund 324  
Cost Center 32400  
Originator: M Caldwell

Expenditure Type: One-Time  
Year: 2018  
Add'l FTE  
Add'l Space  
Priority: 1

Name of Request: Companion to Lighthouse Marine Park Proj Bgt Req

X

Department Head Signature (Required on Hard Copy Submission)  
Date

Costs:  

<table>
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1a. Description of request:
Transfer out of REET II to fund Lighthouse Marine Park playground replacement in project budget. See Supplemental ID 2621

1b. Primary customers:

2. Problem to be solved:

3a. Options / Advantages:

3b. Cost savings:

4a. Outcomes:

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
REET II
**Title of Document:**
Amendment No. 2 to Ordinance No. 2017-048 Establishing the 2015 Lighthouse Marine Park Improvement Fund and Establishing a Project Based Budget for Lighthouse Marine Park Improvements

**Attachments:**
1. Ordinance
2. Exhibit A
3. Supplemental Budget Request

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

Requesting Council approval for additional budget authority of $54,000 to be added to the project budget for Fund 362 – Lighthouse Marine Park Improvement Fund. Budget will be used to fund aging playground equipment.

**Committee Action:**

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

**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
ORDINANCE NO. _________

AMENDMENT NO. 2 TO ORDINANCE NO. 2014-078 ESTABLISHING THE 2015 LIGHTHOUSE MARINE PARK IMPROVEMENT FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR LIGHTHOUSE MARINE PARK IMPROVEMENTS

WHEREAS, Ordinance No. 2014-078 established the project budget for the 2015 Lighthouse Marine Park Improvement Fund; and

WHEREAS, project funding was for replacement of a failing deck and deteriorated playground equipment, and

WHEREAS, hidden structural deficiencies in the boardwalk framing were not apparent until the entire deck surface was removed; and

WHEREAS, project funding has only been enough to replace the deck, and

WHEREAS, additional funding is needed to complete the playground, and

WHEREAS, continued funding for this project is available by transfer from Real Estate Excise Tax Fund II,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2014-078 is hereby amended by adding $54,000 of expenditure authority, as described in Exhibit A, to the amended project budget of $274,500, for a total amended project budget of $328,500.

ADOPTED this ___ day of ____________________, 2018.

ATTEST:

Dana Brown-Davis, Council Clerk

Rud Browne, Chair of the Council

( ) Approved  ( ) Denied

Jack Louws, County Executive
Date: ____________________

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

APPROVED AS TO FORM:

Civil Deputy Prosecutor
## EXHIBIT A

### LIGHTHOUSE MARINE PARK IMPROVEMENT FUND - 362

<table>
<thead>
<tr>
<th>Account</th>
<th>Description</th>
<th>Current Project Budget</th>
<th>Amendment #2 to Ord. 2014-078</th>
<th>Total Amended Project Budget</th>
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<tr>
<td>Expenditures</td>
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<td></td>
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<tr>
<td>7380 Other Improvements</td>
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<td>$274,500</td>
<td>$54,000</td>
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<td>Revenues</td>
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<tr>
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<td>$274,500</td>
<td>$54,000</td>
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</table>

Total:

- Expenditures: $274,500 + $54,000 = $328,500
- Revenues: $274,500 + $54,000 = $328,500

---

107
Supplemental Budget Request

Parks & Recreation

Status: Pending

<table>
<thead>
<tr>
<th>Suppl ID #</th>
<th>Fund</th>
<th>Cost Center</th>
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<tbody>
<tr>
<td>2521</td>
<td>362</td>
<td>362100</td>
<td>Rod Lamb</td>
</tr>
</tbody>
</table>

Expenditure Type: One-Time  Year 2018  Add'l FTE ☐  Add'l Space ☐  Priority 1

Name of Request: Lighthouse Marine Park Playground Replacement

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

X  7-26-18

<table>
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<tr>
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<tr>
<td>8301.324</td>
<td>Operating Transfer In</td>
<td></td>
<td>($54,000)</td>
</tr>
</tbody>
</table>

Request Total  $0

1a. Description of request:
This project will replace the aging playground equipment at Lighthouse Marine Park. The existing equipment is approximately 35 years old, and is beyond its serviceable life. This proposed budget supplemental will replace the old equipment with a new structure that meets all current safety and accessibility requirements. Additionally, the new equipment is made from durable and long lasting materials that will reduce ongoing maintenance costs. A prior supplemental request initially thought enough to cover costs of both structural repairs to the boardwalk and restoration of the existing playground was determined to be insufficient to cover the current proposal of replacing the play equipment with a newly manufactured structure.

1b. Primary customers:
Whatcom County residents, and park visitors are the primary customers of this proposed playground replacement project.

2. Problem to be solved:
The existing playground equipment is primarily made from outdoor grade plywood and dimensional lumber. Over the last three plus decades, the marine environment has taken a serious toll on the stability of the structure, and has degraded to the point where it now poses a safety concern. Safety standards have evolved since the time that the old equipment was installed, and now some components no longer meet those standards.

3a. Options / Advantages:
Parks crew evaluated the condition of the existing playground, and initially thought that the structure could be reconstructed, replacing degraded or damaged components with new replacement components. Parks was also able to make contact with the manufacturer, and received material estimates for replacement components that meet current safety standards. However, the cost for purchasing individual components and labor necessary to complete the restoration exceeded costs for purchasing a replacement structure.

3b. Cost savings:
The new playground equipment is composed of powder-coated metal and composite plastic components. These materials are far more durable than wood, and will reduce ongoing maintenance costs. Installing new equipment that meets current safety and accessibility requirements also reduces the county's exposure to liability.

4a. Outcomes:
The outcome of this project will be construction of a new playground and associated site improvements (concrete paving, fall protection, and benches) at Lighthouse Marine Park. The new equipment will be installed near the newly renovated boardwalk, restroom and picnic areas. Completion of this final
Supplemental Budget Request

Parks & Recreation

Status: Pending

Supp ID # 2821

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<tbody>
<tr>
<td>362</td>
<td>362100</td>
<td>Rod Lamb</td>
</tr>
</tbody>
</table>

component of the project should be done by the end of the first quarter of 2019.

4b. Measures:
Completing the playground project by installing the new equipment and other site improvements will be the measurement of success, and verification will happen when the playground is open to the public.

5a. Other Departments/Agencies:
No.

5b. Name the person in charge of implementation and what they are responsible for:
Rod Lamb will be responsible for implementing this project.

6. Funding Source:
REET II
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>
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<td></td>
<td>AH</td>
<td></td>
<td>7-24-18</td>
<td>9/11/18</td>
<td>Finance/Council</td>
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</table>

Division Head: 7/25/18
Dept. Head: 7/26/18
Prosecutor: COQ
Purchasing/Budget: 7-31-18
Executive: 7-31-18

TITLE OF DOCUMENT: Declaring Whatcom County Real Property Surplus


SEPA review required? ( ) Yes (X) 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.)

Per RCW and Whatcom County Code, the Whatcom County Property Management Committee has recommended to surplus Whatcom County real property known as Welcome Pit, tax parcel number 390528 476305 0000. The property is approximately 4.00 acres. If property is declared surplus an appraisal will be done to establish the minimum sale price.

COMMITTEE ACTION: 

COUNCIL ACTION:

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

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

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

Through: Jon Hutchings, Director #

From: Andrew Hester, Real Estate Coordinator AH 7-25-18

Date: July 25, 2018

Re: A Resolution Declaring Whatcom County Real Property Surplus

Enclosed is a resolution requesting to declare Whatcom County real property surplus.

Requested Action
Public Works respectfully requests that the Whatcom County Council hold a public hearing and take action on the proposed resolution to declare Whatcom County real property surplus.

Background and Purpose
Public Works received an application to purchase Whatcom County real property known as Welcome Pit, tax parcel number 390528 476305 0000. The property was obtained in 1955 for use as a gravel pit. The property is a 4 acre tract located off of Mosquito Lake Road. The property has not been utilized by Public Works for at least 40 years. In recent years trash has been dumped on the property illegally. Public Works determined that the property is not needed for Public Works’ operations. The Property Management Committee (PMC) reviewed the application and determined that the property was useless and not needed by any other department. Per RCW and Whatcom County Code, the PMC has recommended to surplus the property. If the property is declared surplus an appraisal will be done to establish the minimum sale price.

Funding Amount and Source
The successful bidder is responsible for paying all costs associated with the sale of property including the cost of the appraisal.

Please contact me at extension 6216 if you have any questions or concerns regarding this resolution.

Encl.
DECLARING WHATCOM COUNTY REAL PROPERTY SURPLUS

WHEREAS, RCW 36.34.005 authorizes counties to establish comprehensive procedures for the management of county property, including the sale of surplus real estate where it is found to be in the best interest of a county to sell same; and

WHEREAS, in Whatcom County Code (WCC), Chapter 1.10, Whatcom County has established those procedures; and

WHEREAS, the Whatcom County Property Management Committee has recommended to surplus Whatcom County real property known as Welcome Pit, tax parcel number 390528 476305 0000; and

NOW, THEREFORE, BE IT RESOLVED that it is in the best interest of the County to declare Welcome Pit, tax parcel number 390528 476305 0000 surplus.

LEGAL DESCRIPTION OF PROPERTY

Whatcom County Tax Parcel Number 390528 476305 0000 (Approximately 4.00 acres, more or less)

Parcel A:

All that portion of Government Lots 1 and 2, Section 28, Township 39 North, Range 5 East of W.M., described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 28; thence North 88°56'41" West and along the centerline of said Section 28, a distance of 117.57 feet to a point on the Westerly sideline of a 30-foot wide easement for County access (formerly Milwaukee Railroad grade) and the True Point of Beginning of herein described boundary line agreement; thence South 28°12'00" East and along said Westerly sideline, 33.28 feet; thence South 14°17'28" East and continuing along said sideline, 90.82 feet to the Easterly corner of a deed recorded on January 3, 1955, under Whatcom County Auditor’s File No. 787368; thence South 64°18'14" West and along the South line of said deed, 221.72 feet to the Southerly corner of said deed; thence North 22°36'46" West and along the westerly line of said deed, 387.49 feet to an existing Whatcom County concrete monument with chisel mark in brass screw marking the westerly corner of said deed; thence continuing North 22°36'46" West 840 feet, more or less, to the South line of the North 560 feet of Government Lot 1; thence Easterly along said South line to the westerly sideline of the old Chicago, Milwaukee, St. Paul & Pacific Railway grade; thence Southeasterly along said sideline to the True Point of Beginning.

Situate in Whatcom County, Washington.
Parcel B:

A 30-foot easement for ingress and egress as created by easement recorded January 18, 1955, under Auditor’s File No. 788157, as particularly described:

That part of the old Milwaukee Railroad grade running from the rock quarry purchased by Whatcom County in December 1954, and running southerly through Government Lots 1 and 2, Section 28, Township 39 North, Range 5 East of W.M., to a connection with County Road No. 289, near the west end of the Welcome Bridge, records of Whatcom County, Washington.

Situate in Whatcom County, Washington.

AND BE IT FURTHER RESOLVED that the Whatcom County Treasurer being hereby directed to have said property appraised so that the Council may set a public hearing on the sale of the property.

APPROVED this _____ day of ____________, 2018

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, County Clerk

Rud Browne, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor
TITLE OF DOCUMENT: In the Matter of the Sale of Surplus Property and Setting a Date for Public Hearing Thereon Pursuant to WCC 1.10

ATTACHMENTS: 1. Cover Memo
2. Resolution
3. Map of Site

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.)

Per RCW and Whatcom County Code, the Whatcom County Property Management Committee has recommended the sale of Whatcom County real property located on Deeter Road, tax parcel number 400415 338138 0000, as surplus property. The property is approximately 0.74 acres, and is to be sold by sealed bid with the minimum sale price of $5,000.00 (five thousand 00/100 dollars).

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

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

Through: Jon Hutchings, Director

From: Andrew Hester, Real Estate Coordinator

Date: August 28, 2018

Re: Resolution Approving the Surplus Real Property

Enclosed is a resolution requesting the approval of the surplus Whatcom County real property.

Requested Action
Public Works respectfully requests that the Whatcom County Council approve the surplus of Whatcom County real property and schedule a public hearing on the sale of the property.

Background and Purpose
Public Works received an application to purchase Whatcom County real property located on Deeter Road, tax parcel number 400415 338138 0000. The property was formally Township property that the County obtained when townships were formally dissolved. The property consists of two small rectangular tracts and is bisected by Deeter Road. It is approximately 0.74 acres. Public Works determined that the property was not needed for Public Works’ operations. The Property Management Committee (PMC) reviewed the application and determined that the property was useless and not needed by any other department. Per RCW and Whatcom County Code, the PMC has recommended the sale of the property. The property is to be sold by sealed bid with the minimum sale price of $5,000 (five thousand 00/100 dollars).

Funding Amount and Source
The successful bidder is responsible for paying all costs associated with the sale of property.

Please contact me at extension 6216 if you have any questions or concerns regarding this resolution.

Encl.
RESOLUTION NO. ________

IN THE MATTER OF THE SALE OF SURPLUS PROPERTY AND SETTING A DATE FOR PUBLIC
HEARING THEREON PURSUANT TO WCC 1.10

WHEREAS, RCW 36.34.005 authorizes counties to establish comprehensive procedures for the
management of county property, including the sale of surplus real estate where it is found to be in the best
interest of a county to sell same; and

WHEREAS, in Whatcom County Code (WCC), Chapter 1.10, Whatcom County has established
those procedures; and

WHEREAS, the Whatcom County Property Management Committee has recommended the sale of
Whatcom County real property located on Deeter Road, tax parcel number 400415 338138 0000, to the
highest bidder, by sealed bid, for not less than the amount as listed below, plus costs; and

WHEREAS, WCC 1.10.290 authorizes the Whatcom County Property Management Committee to
use the County Assessor’s value as the estimated market value if the value is $15,000 or less; and

WHEREAS, the assessed value of the property is $5,000 and has been determined by the
Whatcom County Property Management Committee to be the estimated market value for the property; and

WHEREAS, WCC 1.10.310 authorizes the Council, after receipt of estimated market values from
the Property Management Committee, to establish limitations and conditions upon sale of property, such as
the minimum price for said property and whether or not a contract will be allowed, or if it will be a cash
price; and

WHEREAS, WCC 1.10.310, as well as state law, allows the County to reserve from the sale oil,
gas, timber, mineral aggregates and other resources if the Council finds that it is the best interest of the
public to reserve these;

NOW, THEREFORE, BE IT RESOLVED that it is in the best interest of the County to sell tax
parcel number 400415 338138 0000 to the highest bidder sealed bid.

LEGAL DESCRIPTION OF PROPERTY TO BE SOLD

Whatcom County Tax Parcel Number 400415 338138 0000 (Approximately 0.74 acres, more or less)

A tract of land located in Section 15, Township 40 North, Range 4 East of W.M.,
described as follows:

Beginning at a point 514 feet West of the Northeast corner of the Southwest Quarter of the
Southeast Quarter; thence West 220 feet; thence South 99 feet; thence East 220 feet;
thence North 99 feet to the Point of Beginning. Also a tract beginning 30 rods West of the
Southeast corner of the Northwest Quarter of the Southeast Quarter; thence West 220 feet; thence North 99 feet; thence East 220 feet; thence South 99 feet to the Point of Beginning. Except Deeter Road.

Situate in Whatcom County, Washington.

BE IT FURTHER RESOLVED that the minimum bid for the property listed above shall be no less than the assessed value of $5,000.00 (five thousand 00/100 dollars) and that Buyer will pay any additional Buyer closing costs normally associated with such a real property transaction; and

BE IT FURTHER RESOLVED that transfer of said real property be by quitclaim deed and that Buyer will represent and warrant in writing to Seller Whatcom County, that Buyer has thoroughly inspected and evaluated the property for sale, to Buyer’s complete satisfaction and Buyer accepts the property AS IS with full knowledge of potential liability the Buyer could incur for any environmental hazards or conditions affecting the property. Buyer agrees that the purchase price of the property reflects the agreed upon value of the property AS IS, taking into account the aforementioned disclosures; and

BE IT FURTHER RESOLVED that said purchase of said real property shall not be allowed under contract and shall be paid either in cash, certified check or money order to the Whatcom County Treasurer at the time of sale; and

BE IT FURTHER RESOLVED by the Whatcom County Council, that a public hearing on the matter of the sale of said property, under said terms, be held on the 25th day of September, 2018, at or as soon thereafter as is possible, in the Whatcom County Council Chambers at 311 Grand Avenue, Bellingham, Washington; and,

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

APPROVED this _____ day of ____________, 2018

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, County Clerk

Rud Browne, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor
TITLE OF DOCUMENT:
Agreement between Whatcom County and Washington State Department of Ecology

ATTACHMENTS:
1. Memo to County Executive
2. 2 Originals of Agreement

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

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

The purpose of this agreement is to promote the efficient use of local and state agency resources, provide timely review and response to biosolids project proponents, and ensure continued protection of public health and the environment.

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

- **Background and Purpose**
  Chapter 173-308 WAC, *Biosolids management*, establishes standards for the treatment, quality and management of septic tank sludge, known as septage, and municipal sewage sludge. In particular, the chapter specifies stringent requirements for the safe, beneficial use of septage and municipal sewage sludge for soil amendment through land application at agronomic rates, subject to setbacks and buffers, pathogen reduction treatment, monitoring and other management practices.

  As per Chapter 173-308-050, *Delegation of authority*, Ecology may elect to delegate authority, to implement and assist in the oversight and administration of the biosolids requirements, to the local health jurisdiction. The Whatcom County Health Department, since 2008, through signed interagency Memorandum of Agreement, has been delegated such authority, and has demonstrated the technical expertise to carry out such duties; such delegation must be renewed every five years.

  The purpose of the delegated authorities specified in the Memorandum of Agreement is to protect human health and the environment, where biosolids are managed and land applied, through readily accessible local oversight. The Health Department, as per the Unified Fee Schedule and approved permits, currently provides such local oversight to five county facilities. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

  Please contact Jeff Hegedus at extension #6044 if you have any questions regarding this agreement.

Encl.
SCOPE AND PURPOSE

The purpose of this agreement is to promote the efficient use of local and state agency resources, provide timely review and response to biosolids project proponents, and ensure continued protection of public health and the environment.

This agreement outlines specific delegated activities pursuant to WAC 173-308-050 and the roles and responsibilities that the Whatcom County Health Department (WCHD) will undertake. In accepting delegation of the following activities from the Washington State Department of Ecology (Ecology), WCHD will to the best of their ability, ensure that biosolids in their jurisdiction are beneficially used in accordance with chapter 173-308 WAC Biosolids Management, the General Permit for Biosolids Management, and that human health and the environment are adequately protected during any use.

It is the intent of WCHD and Ecology that this agreement provides a framework for WCHD to be engaged in proposals to compost or land-apply biosolids in their jurisdiction. It is not the intent of Ecology or WCHD that WCHD be otherwise engaged in ongoing operations or monitoring of publicly-owned treatment works or private wastewater treatment facilities.

Ecology and WCHD acknowledge that the authority for issuance of permits per WAC 173-308-310, enforcement per WAC 173-308-041, and other responsibilities per chapter 173-308 WAC not delegated under agreement is retained by Ecology.

Either Ecology or WCHD may at any time recommend in writing that amendments be made to the agreement. At a minimum, both parties should review the agreement annually and address any outstanding issues at that time.

Under the revised state rule, effective date June 24, 2007, biosolids meeting the standards of the rule are not a solid waste as defined in chapter 70.95 RCW or chapter 173-350 WAC. The preferred management strategy for biosolids, including septage, is beneficial use on the land. This includes agricultural, forest, range, and pasture lands. Biosolids contain valuable nutrients and micronutrients, increase the organic content, tilth and water holding potential of soils, and are a valuable resource if properly applied. With this intent and through formal agreement between Ecology and WCHD the following roles and responsibilities are hereby delegated.

PLAN REVIEW

WCHD shall review the site specific land application plans submitted by the applicant for sites within their jurisdiction. Additionally, WCHD shall provide written comments to the applicant and identify any additional information necessary so that it may recommend approval of the plan. WCHD shall ensure that the requirements of WAC 173-308-310(8) have been met and shall have the authority to recommend to Ecology "additional or more stringent requirements" in accordance with WAC 173-308-310(19). WCHD may, under the authority of WAC 173-308-310(8)(h), require the applicant to provide additional information. WCHD shall be available to provide technical assistance to those developing site specific land application plans. No applications of biosolids to the land shall occur unless applicable requirements of WAC 173-308-310(8) "land application plans" have been met.

WCHD reserves the right to again review these plans just prior to the application of the biosolids to the land to ensure that the plan adequately reflects current conditions and covers human health and environmental concerns within their jurisdiction.

Delegation Accepted: Yes ☑ No__

WCHD Initial: ___
PLAN MODIFICATION

WCHD may recommend to Ecology that site specific land application plans be amended to (1) account for any changes in quality or volumes of biosolids treated or applied, (2) respond to changes in conditions at, or improved knowledge of, the land application site(s), or (3) minimize or prevent potential impacts to human health or the environment.

Delegation Accepted: Yes ✓ No__
WCHD Initial:  

PUBLIC NOTICE MONITORING

WCHD will, upon receipt of copies of public notice in accordance with WAC 173-308-310(13)(j), determine that all applicable requirements of WAC 173-308-310(13) have been met by any treatment works treating domestic sewage that prepares biosolids for application to the land or will apply biosolids to the land within the jurisdiction.

Delegation Accepted: Yes ✓ No__
WCHD Initial:  

PUBLIC MEETING/HEARING REQUIRED - DETERMINATION

WCHD will, based on public comments and/or requests received during the public notice and comment period, determine the need for public meetings or hearings in accordance with WAC 173-308-310(14).

Delegation Accepted: Yes ✓ No__
WCHD Initial:  

RESPONSE TO PUBLIC COMMENTS

WCHD will maintain copies of all written comments and all comments properly submitted during the public notice and comment periods and during any public meetings or hearings in accordance with WAC 173-308-310(15). WCHD will develop a response to all relevant comments received. Any variations from site specific plan requirements or other requirements of chapter 173-308 WAC resulting from relevant comments received will be highlighted in the response.

Delegation Accepted: Yes ✓ No__
WCHD Initial:  

INSPECTIONS & MONITORING

WCHD will perform compliance inspections and complaint follow up inspections as needed under the authority of the General Permit for Biosolids Management. WCHD and Ecology will cooperatively develop inspection schedules for permitted facilities and land application sites. Any non-compliance with chapter 173-308 WAC or a site specific land application plan will be addressed in writing to the applicant and Ecology. WCHD will give direction in writing to the applicant about specific actions to be taken to correct the violation, and Ecology will receive a copy of any such communication. If the facility, or landowner, or their representative fail to correct the violation, then WCHD will notify Ecology in writing so that Ecology may take formal corrective action under the authority of chapter 173-308 WAC. Ecology retains the right to take corrective action at any time to protect human health and the environment.

Delegation Accepted: Yes ✓ No__
WCHD Initial:  

HL_072318_ECY_Biosolids_MOA

Page 2 of 5
ANNUAL REPORT REVIEW
WCHD may review annual reports submitted in accordance with WAC 173-308-295. WCHD may address in writing to the applicant and Ecology any concerns about the quality or volumes of materials generated, treated, or applied to the land.

Delegation Accepted: Yes ✓ No __
WCHD Initial: __________

RECORD KEEPING
WCHD will ensure that permitted facilities whose activities are subject to this agreement maintain records in accordance with WAC 173-308-290.

Delegation Accepted: Yes ✓ No __
WCHD Initial: __________

SEPTAGE DETERMINATIONS
WCHD will determine whether septage is domestic, commercial, industrial, or a mixture of domestic septage and commercial or industrial septage in accordance with WAC 173-308-020(3)(g). A copy of any such determination will be provided to the applicant and to Ecology.

Delegation Accepted: Yes ✓ No __
WCHD Initial: __________

SIGN SUBSTITUTION
WCHD will determine upon request from the applicant whether "no trespassing" signs may be used to meet the intent of WAC 173-308-210(5)(x) and WAC 173-308-270(4)(k). A copy of any such determination will be provided to the applicant and to Ecology.

Delegation Accepted: Yes ✓ No __
WCHD Initial: __________

DISPOSAL TO MSW LANDFILL - DETERMINATION
In conjunction with Ecology, WCHD will determine whether or not a treatment facility may dispose of a municipal sewage sludge (solid waste) or biosolids in a municipal solid waste (MSW) landfill unit on a temporary or long-term basis in accordance with WAC 173-308-300. A biosolids facility may request approval for disposal to a MSW landfill due to a demonstrated financial hardship that keeps the facility from meeting applicable standards or beneficially using the biosolids. Any determination made by WCHD in accordance with WAC 173-308-300 will be provided in writing to the applicant, and a copy of any such communication will also be provided to Ecology.

WCHD maintains authority under chapter 173-351 WAC and WAC 173-308-300(7) for approving or disapproving disposal on an emergency basis to MSW landfills located within their jurisdiction. Disposal shall be considered when a potentially unhealthful circumstance exists under present conditions of management or would result from land application, and that other management options are unavailable or would pose a threat to human health or the environment.

Delegation Accepted: Yes ✓ No __
WCHD Initial: __________
SAMPLING

WCHD will determine, for biosolids facilities, projects and activities covered under this agreement, whether or not biosolids samples are representative in accordance with WAC 173-308-140 and that sampling frequency meets the requirements of WAC 173-308-150.

Delegation Accepted: Yes ☑  No __
WCHD Initial: ______

LOCAL BIOSOLIDS PROGRAM FEES

Ecology recognizes the authority for WCHD to charge fees to recover their cost for work done under delegation and this agreement in accordance with chapter 70.05 WAC or other local authority.

JHD BASIS FOR REVIEW & RECOMMENDATION

WCHD will review and provide recommendations to Ecology consistent with the Biosolids Management Guidelines, chapter 173-308 WAC, and the General Permit for Biosolids Management. WCHD may also consider other factors as may be necessary to minimize potential impacts to human health and the environment as a basis for recommendations to Ecology.

DURATION OF THE AGREEMENT

The maximum duration of this Memorandum of Agreement is five (5) years from the date of signature.

AUTHORITIES, REVOKED, OVERRULED, OR TERMINATED

Ecology, in accordance with WAC 173-308-050(1)(b), may revoke part or all of a delegation of authority under WAC 173-308-050 if it finds that a local health department has failed to adequately carry out any portion of a delegated responsibility. Ecology shall provide notice of the revocation and an explanation in writing to WCHD. Prior to any revocation of delegation Ecology, at their discretion, may provide written notice of the problem to WCHD, work cooperatively to identify measures to correct the problem, and establish a schedule for correcting the problem to maintain delegation.

At any time WCHD or Ecology may legally terminate this agreement by providing 30 days written notice. The notice shall provide specific justification and detail for the termination.

WCHD and Ecology hereby agree to the terms and conditions and delegation of specific authorities as noted above.

SIGNATURES

WHATCOM COUNTY HEALTH DEPT.

Regina A. Delahunt
Signature of Authorized Official
8/13/18
Date
Director

DEPARTMENT OF ECOLOGY

Signature of Authorized Official
Print Name of Authorized Official
7/31/18
PETER D. CHRISTIANSEN
Title
SECTION MANAGER SWM - NWRC
WHATCOM COUNTY

JACK LOUWS
County Executive

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this _______ day of ____________, 2018, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof:

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

My Commission expires: ____________________

APPROVED AS TO FORM:

Royce Buckingham, Deputy Prosecuting Attorney

8-15-18 Date
TITLE OF DOCUMENT:
Ready Marine and Nearshore Restoration Projects 18-2063 Estuary and Salmon Restoration Program Grant Application Authorization Resolution

ATTACHMENTS:
Authorizing 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.)

A resolution by the Flood Control Zone District Board of Supervisors that authorizes Public Works to submit a grant application and, if successful, for the County Executive to enter into a grant agreement with the Washington State Recreation and Conservation Office for funding through the Estuary and Salmon Restoration Program (ESRP). The grant will support efforts to ready high-benefit nearshore restoration projects in WRIA 1 toward implementation. The total estimated project cost is $131,472 with a grant request of $100,516 and $30,956 in match from separate grant source and donated labor.

COMMITTEE ACTION: 

COUNCIL ACTION:

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

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

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary Stoyka, Natural Resources Manager
Austin Rose, Planner I

DATE: August 23, 2018

RE: Resolution Authorizing an Application for Grant Funding to support efforts to ready high-benefit nearshore restoration projects toward implementation in WRIA 1

Enclosed for your review and signature is one original of a Flood Control Zone District (FCZD) Resolution.

Requested Action
Approval of a resolution which authorizes Public Works to submit an application to the Estuary and Salmon Restoration Program (ESRP) for grant funding assistance to evaluate feasibility and ready nearshore restoration projects toward implementation in WRIA 1. The resolution also authorizes the Whatcom County Executive to enter into a grant agreement with the Washington State Recreation and Conservation Office should funding be awarded.

Background and Purpose
Very few restoration efforts have been implemented along the WRIA 1 nearshore due to lack of project readiness and support. In 2013, an assessment was completed in the WRIA 1 nearshore and estuary and 133 different opportunities were prioritized, 60 of which include process-based restoration projects. Many of these projects are only conceptual and require additional work to evaluate feasibility and ready projects toward implementation. The objective of this project is to ready high-benefit nearshore restoration projects in WRIA 1 (phase 1) for eventual implementation (phase 2). This funding request is for only phase 1 and consists of 4 major tasks including: feasibility screening, landowner outreach, formation of project partnerships, and the development of permit-ready (30%) restoration designs. Designs will be developed for the top two (2) ranking projects that will produce the greatest benefit to nearshore ecosystem processes and habitats and that have willing landowners. The Whatcom MRC proposes to work with project partners with the necessary experience required to implement nearshore restoration projects in WRIA 1, in order to complete these efforts.

Funding Amount and Source
If successful, $100,516 will be awarded by the Estuary and Salmon Restoration Program. Project awards are for work to be completed between July 1, 2019 and June 30, 2021. The match grant source is still to be determined. The total estimated project cost is $131,472.

Please contact Gary Stoyka at extension 6218, if you have any questions or concerns regarding the terms of this agreement. Encl.
RESOLUTION NO. ______________________

WASHINGTON STATE RECREATION CONSERVATION OFFICE
ESTUARY AND SALMON RESTORATION PROGRAM
APPLICATION AUTHORIZATION

Organization Name  Whatcom County Flood Control Zone District

Project Name and Number (s)  Ready Marine and Nearshore Restoration Projects (18-2063)

WHEREAS, this resolution authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, state grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above; and

WHEREAS, the Whatcom County Flood Control Zone District Board of Supervisors considers it in the best public interest to complete the project described in the application.

NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Flood Control Zone District Board of Supervisors that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above “Project(s).”

2. Jack Louws, Whatcom County Executive is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: (1) approve submittal of a grant application to the Office, (2) enter into a project agreement(s) on behalf of our organization, (3) sign any amendments thereto on behalf of our organization, (4) make any decisions and submissions required with respect to the Project(s), and (5) designate a project contact(s) to implement the day-to-day management of the grant(s).

3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office’s WEBSITE at: https://rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf and authorizes Jack Louws, Whatcom County Executive to enter into such a project agreement, if funding is awarded. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnification and legal venue stipulation (applicable to any sponsor) and a waiver of sovereign immunity (applicable to Tribes) and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative/agent before execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent has full legal authority to enter into a project agreement(s) on its behalf, that includes indemnification, waiver of sovereign immunity (as may apply to Tribes), and stipulated legal venue for lawsuits and other terms substantially in the form contained in the sample project agreement or as may be revised prior to execution.

5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative/agent executing the project agreement(s), the RCO may make revisions to its sample project agreement and that such revisions could include the indemnification, the waiver of sovereign immunity, and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement (including but not limited to the indemnification, the waiver of sovereign immunity, and the legal venue stipulation) shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. Our organization acknowledges and warrants, after conferring with its legal counsel, that no additional legal authorization beyond this authorization is required to make the indemnification, the waiver of sovereign immunity (as may apply to Tribes), and the legal venue stipulation substantially in form shown on the sample project agreement or as may be revised prior to execution legally binding on our organization upon execution by our representative/agent.

10. (Recreation and Conservation Funding Board Grant Programs Only) If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

11. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.

12. [Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office’s standard versions of those documents), to be recorded on the title of the property with the county auditor.

13. [Acquisition Projects Only] Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the project agreement, or authorized in writing by the Office Director.

14. [Development, Renovation, Enhancement, and Restoration Projects Only – If your organization owns the property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.

15. [Development, Renovation, Enhancement, and Restoration Projects Only – If your organization DOES NOT own the property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.

16. [Only for Projects located in Water Resources Inventory Areas 1 – 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

17. This resolution/authorization is deemed to be part of the formal grant application to the Office.

18. Our organization warrants and certifies, after conferring with its legal counsel, that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our
organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

[Native American Tribes, Local Governments, and Nonprofit Organizations Only] This application authorization was adopted by our organization during the meeting held:

APPROVED this ____ day of _____, 2018

ATTEST: FLOOD CONTROL ZONE DISTRICT

Dana Brown Davis, Clerk of the Council WHATCOM COUNTY, WASHINGTON

Rud Browne, Chairman
Board of Supervisors

APPROVED AS TO FORM:

Karen N. Frakes, Chief Civil Deputy Prosecutor

Washington State Attorney General’s Office

Approved as to form ______________ 1/19/18

Assistance Attorney General Date
TITLE OF DOCUMENT:
Amendment No. 1 to Herrera Contract for Services to support Lower Nooksack River Floodplain Integrated Planning

ATTACHMENTS:
- Memorandum
- Amendment

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
This amendment to the Contract for Services with Herrera Environmental Consultants will provide additional support to update and broaden the scope of the 1999 Lower Nooksack River Comprehensive Flood Hazard Management Plan and to integrate reach-scale strategies for flood risk reduction with the needs of salmon and floodplain land uses. This will provide the basis for future Whatcom County Flood Control Zone District capital programs and support an update to the WRIA1 Salmon Recovery Plan.

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

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

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

THROUGH: Jon Hutchings, Public Works Director

FROM: Paula J. Harris, P.E., River and Flood Manager
       Gary Stoyka, Natural Resources Program Manager

DATE: August 27, 2018

RE: Herrera Environmental Consultants Contract for Services to support Lower Nooksack
River Floodplain Integrated Planning – Amendment No. 1

Enclosed are two (2) originals of an amendment to a Contract for Services between the Whatcom County
Flood Control Zone District (FCZD) and Herrera Environmental Consultants for your review and signature.

**Background and Purpose**

Herrera was retained earlier this year to assist Public Works staff in updating and broadening the scope
of the 1999 Lower Nooksack River Comprehensive Flood Hazard Management Plan to integrate flood
risk reduction with the needs of salmon and floodplain land-uses. The update will provide a basis for
future Whatcom County Flood Control Zone District capital programs and support possible WRIA1
Salmon Recovery Plan updates.

The scope of the initial agreement with Herrera was focused on initial tasks to better define the full scope
of the project and included supporting the Floodplain Integrated Planning (FLIP) Steering Committee,
attending FLIP stakeholder and Steering Committee meetings from late March through June and
compiling a geodatabase for floodplain land uses including agriculture. This amendment includes
additional scope and budget to develop a detailed work plan, project timeline and a Quality Assurance
Project Plan as early deliverables for the EPA National Estuary Program (NEP) grant which funds this
contract. It also includes additional support and attendance at FLIP Steering Committee and FLIP
stakeholder meetings through next June, and workshops for the different reaches of the river to start
identifying reach-specific strategies and projects. Finally assistance with developing the information
needed for the cost-benefit analysis model is also included. Herrera has worked in close coordination with
the FLIP Steering Committee, other technical consultants, and Whatcom County staff to develop a
common GIS database and to become familiar with the on-going and anticipated technical work, issues,
and people involved in the rapidly evolving FLIP planning process. The amended scope of work builds on
those efforts and defines in greater detail how Herrera will provide coordination and technical support to
the process through June 2019.

**Funding Amount and Source**

The proposed amendment is for $150,000 for a total amended contract amount of $189,000. Funding is
provided through an EPA National Estuary Program (NEP) grant administered though the Washington
State Department of Fish and Wildlife (WCC 201803002).

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

Encl.
WHATCOM COUNTY CONTRACT INFORMATION SHEET

Originating Department: Public Works
Division/Program: River and Flood/907525 – CFHMP
Contract or Grant Administrator: Paula Harris
Contractor’s / Agency Name: Herrera Environmental Consultants

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 #: 201803009

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): 201803002

Is this contract the result of a RFP or Bid process? ☐ Yes ☒ No
If yes, RFP and Bid number(s): 17-77
Cost Center: 718003

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

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

Contract Amount:(sum of original contract amount and any prior amendments):
$39,000

This Amendment Amount:
$150,000

Total Amended Amount:
$189,000

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

Summary of Scope: This amendment to the Contract for Services with Herrera Environmental Consultants will provide additional support to update and broaden the scope of the 1999 Lower Nooksack River Comprehensive Flood Hazard Management Plan and to integrate reach-scale strategies for flood risk reduction with the needs of salmon and floodplain land uses. The update will provide a basis for future Flood Control Zone District capital programs and support an update to the WRIA1 Salmon Recovery Plan.

Term of Contract: Not to exceed 6/30/2019
Expiration Date: 6/30/2019

Contract Routing:
1. Prepared by: Paula Harris
2. Attorney signoff: Christopher Quinn
3. AS Finance reviewed: bennett
4. IT reviewed (if IT related):
5. Contractor signed:
6. Submitted to Exec.: 8-22-18
7. Council approved (if necessary):
8. Executive signed:
9. Original to Council:

V2.0
AMENDMENT NO. 1
TO
CONTRACT FOR SERVICES BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE
DISTRICT AND HERRERA ENVIRONMENTAL CONSULTANTS

THIS AMENDMENT is to the Contract between the Whatcom County Flood Control Zone District, hereinafter referred to as the “County”, and Herrera Environmental Consultants, a consulting company hereinafter referred to as the “Contractor”, dated March 19, 2018, and designated “Whatcom County Contract No. 201803009”. In consideration of the mutual benefits to be derived, the parties agree to the following:

WITNESSETH

WHEREAS, the County has entered into an agreement with the Contractor dated March 19, 2018, to assist in updating and broadening the scope of the 1999 Lower Nooksack River Comprehensive Flood Hazard Management Plan (CFHMP); and,

WHEREAS, the Contractor is helping to guide the planning process in close coordination with the Floodplain Integrated Planning (FLIP) Team, the FLIP Steering Committee, and Whatcom County staff; and

WHEREAS, additional specific support needs have been identified to further the work of the FLIP Team and Steering Committees and to produce deliverables required under the EPA National Estuary Program (NEP) grant funding; and

WHEREAS, the Contractor has delivered a quality product and has been responsive thus far to the County’s needs; and

WHEREAS, the County has requested the Contractor to perform additional services and desires to revise the scope of work, contract amount and contract expiration date.

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

1. **SCOPE OF SERVICES**

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

2. **PERFORMANCE**

   As consideration for the services provided by the Contractor, the County agrees to reimburse the Contractor for additional services rendered under this amendment at a sum not to exceed $150,000 DOLLARS based on the cost breakdown detailed in Exhibit B-1, attached hereto and incorporated herein by reference. The revised contract amount is $189,000.

3. **TIME SCHEDULE**

   The duration of this Agreement shall be extended to June 30, 2019.

This Amendment shall be made part of W.C. Contract No. 201803009 by and between Whatcom County Flood Control Zone District and Herrera Environmental Consultants. Unless specifically stated herein, all other terms and conditions of the original agreement shall remain in full force and effect.
IN WITNESS WHEREOF, Whatcom County and Herrera Environmental Services have executed this Amendment on the date and year below written.

DATED this 22nd day of August, 2018.

CONTRACTOR INFORMATION:
Herrera Environmental Consultants
2200 Sixth Avenue, Suite 1100
Seattle, WA 98121

Contact Name: Mark Ewbank
Contact Phone: (206) 787-8266
Contact FAX: (206) 441-9108
Contact Email: mewbank@herrerainc.com

CONTRACTOR:
Herrera Environmental Consultants

Mark Ewbank, Vice President

STATE OF WASHINGTON
COUNTY OF King

On this 22 day of August, 2018, before me personally appeared Mark Ewbank to me known to be the Vice President of Herrera Environmental Consultants and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

BRENDA K. PETERSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES JANUARY 30, 2022

Brenda K. Peters

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:

Recommended for Approval:

[Signature] 8/24/18

Jon Hutchings, Public Works Director Date

Approved as to form:

[Signature] 8/30/18

Christopher Quinn, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County Flood Control Zone District:

By:

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

STATE OF WASHINGTON )
COUNTY OF WHATCOM ) ss

On this _____ day of ____________________, 2018, 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 __________________.
I. Background
Whatcom County is preparing a major update to its Comprehensive Flood Hazard Management Plan for the Lower Nooksack River, encompassing approximately 36 miles of the river from the confluence of the North and South forks near Deming to the river mouth in Bellingham Bay. Reach-scale floodplain management strategies and project concepts will be developed for actions that reduce flood risk, advance salmon habitat protection and restoration, and provide for restored habitat processes to the extent practicable, while sustaining adjacent floodplain land uses. The plan update is a collaborative effort with affected governments and stakeholders representing these interests. A consultant team led by Herrera Environmental Consultants (Herrera) is assisting the County in this integration effort, including alternatives analyses, conceptual engineering design, and plan compilation. This scope of work describes additional services that the Herrera team will provide through June 2019 to continue coordinating with the Nooksack River Floodplain Integrated Planning Team (FLIP Team) and integrating work done under separate contracts specific to habitat assessment, geomorphic assessment, hydraulic analysis and floodplain mapping, and stakeholder outreach, and results of a concurrent sedimentation study being led by the USGS.

The scope of work supplements the work described in Whatcom County contract #201803009, authorized on March 19, 2018.

II. Statement of Work
Herrera and its subconsultant Watershed Science and Engineering will perform the services described in the following tasks, and adjust the focus and level of effort as task work proceeds in coordination with County staff and the FLIP Steering Committee as may be needed to provide the most value in this early phase of the integration work. Some of the tasks in this amendment are being increased in scope and budget from the original agreement and some are new tasks; the task numbering used in this amendment reflects this.

Task 1 - Project Management
Herrera’s project manager will attend biweekly check-in meetings (usually via teleconference) through June 2019 with Whatcom County’s project manager and other County staff involved in the floodplain planning effort to discuss progress of the work described in subsequent tasks in this scope of work, schedule meetings with selected organizations that may have useful data or other information, and define appropriate intersections with technical work being done by the County’s other consultant teams. This amended task includes time for Watershed Science and Engineering (WSE) to assist with strategic advice to guide the planning effort. This amended task also includes administrative project management work (monthly invoicing, assisting with project schedule updates, and coordination of active task work) for the period of October 2018 through June 2019.

Task 1 Deliverables:
- Monthly invoices and progress reports
• Notes from biweekly project management discussions
• Project schedule input

Task 3 – FLIP Steering Committee Coordination and Integrated Work Planning

Task 3.1 – FLIP Steering Committee Coordination
Herrera’s project manager will attend monthly meetings with the FLIP Steering Committee to strategize content to bring to subsequent FLIP Team meetings, discuss input provided by the FLIP Team to date, and define technical work that may need to be done by the Herrera team or other consultants working on the project to feed into future FLIP Team meetings. This task covers Steering Committee meetings for the months of September 2018 through June 2019 (assumed to be 10 in total), and concurrent activities in those months to coordinate on action items with other Steering Committee members.

Task 3.1 Assumptions:
• Ten (10) meetings are anticipated between September 2018 and June 2019. These will each be convened at County offices in Bellingham, and will be up to 2.5 hours in duration.
• Herrera’s project manager will contribute to notes of each meeting, which County staff will have lead responsibility for preparing.

Task 3.1 Deliverables:
• Meeting notes content (tracked edits in Microsoft Word files)

Task 3.2 – Integrated Work Plan Preparation
The NEP grant requires submittal of a work plan outlining specifics of the work that Herrera and the USGS will be doing for the County. Herrera will assist Whatcom County in preparing a draft of this work plan for FLIP Steering Committee review, and finalize it for submittal to State agencies.

The work plan needed for NEP grant purposes does not have to include a lot of detail that is needed to guide the FLIP effort, and can be more general in terms of deliverables that Herrera and USGS will produce. Herrera will collaborate with the FLIP Steering Committee to prepare a detailed work plan and associated planning process flow chart for the CFHMP update effort and all of the FLIP Team and technical integration work that is to be done.

Task 3.2 Assumptions:
• Herrera will build on the work plan task structure prepared for the NEP grant submittal to create the FLIP planning process work plan.
• It is anticipated that the overall project FLIP work plan will be developed iteratively with the FLIP Steering Committee in the time frame of May through September 2018.

Task 3.2 Deliverables:
• Work plan for NEP grant submittal – draft and final in Microsoft Word and Adobe PDF electronic file formats.
• FLIP work plan – several drafts and final in Microsoft Word and Adobe PDF electronic file formats.

• FLIP planning process flow chart – 11” x 17” format, several drafts and final, prepared using Adobe Illustrator or other charting software

Task 3.3 – Integrated Floodplain Planning

A key part of the work to integrate findings of the geomorphic assessment, habitat assessment, USGS sedimentation study, flood modeling, and land use assessment will be gathering experts involved in all of those parts of the CFHMP update together to spatially overlay and synthesize technical information to define where there are distinct problems and potential future floodplain management opportunities to enact meaningful change to reduce flooding, improve habitat, and enable viable land uses in the floodplain. This same group of people who understand the available information to be integrated will brainstorm objectives at the reach- and subreach-scale of the planning area, and develop a draft scoring scheme to quantify problems and opportunities (e.g., to protect high-value habitat) in each reach, tied to the reach-specific objectives.

Herrera will assist the County in convening up to five (5) workshops with the County’s technical consultants, FLIP Steering Committee members, and others that the County deems should be invited, and lead the discussion of integration methods/results and objectives in each of the workshops. Each workshop will focus on a particular reach of the river. Herrera will be responsible for taking thorough notes in each workshop and distributing notes to attendees afterward.

Based on discussions in these workshops, Herrera will perform a first pass through GIS modeling to generate “heat maps” of existing problem areas and opportunities using the scoring schemes developed for each reach. Herrera will share the resultant maps with workshop participants to gain feedback on whether the scoring scheme is in need of adjustment.

Once clarity is reached regarding high-priority areas within each reach, Herrera will assist the County in defining potential projects and other actions that can be taken to address problems at the reach scale. These potential projects/actions will be shared with the FLIP Steering Committee for review and comment, and then with the FLIP Team, prior to performing detailed analysis of any of them.

This task also includes attendance by Herrera’s project manager at meetings with the habitat assessment team and geomorphic assessment team to understand the direction they are going with analysis and documentation that will serve as a basis for integration work Herrera will be doing.

Task 3.3 Assumptions:

• Each workshop will be held at Whatcom County offices in Bellingham, and will be up to 4 hours in duration.

• Up to three Herrera project team members will attend each workshop, including the project manager and lead GIS analyst.
• The workshop meeting rooms will be equipped with computer and projector screen to enable “live” use of GIS files (by Herrera, primarily) to show spatial datasets and digitally note specific geographic areas to focus on.

• Herrera’s project manager will attend up to four meetings with the geomorphic and habitat assessment team leads and County staff through June 2019. Some of these may be attended via teleconference, and others at Whatcom County offices.

Task 3.3 Deliverables:
• Workshop agendas and meeting notes, including graphic figures of the geographic areas to be focused on as work proceeds in each river reach.

• Lists of draft floodplain management and habitat restoration objectives at reach and subreach scales as developed in each workshop.

• Draft heat maps for each reach.

• Draft reach- and subreach-scale maps showing locations of potential projects and other actions to address reach-scale objectives, and a companion table that briefly describes the projects/actions.

• Presentation slides containing information from the items listed above, for meetings with the FLIP Steering Committee and FLIP Team.

Task 4 – FLIP Team Meetings
Herrera’s project manager and lead GIS analyst will attend FLIP Team meetings in the months of October 2018 through June 2019. In addition to contributing to notes of each meeting, Herrera’s project manager will assist in presenting information on the integrated planning process and other technical work being done by the Herrera team, as requested.

Task 4 Deliverables:
• Attendance at up to six (6) additional FLIP Team meetings by Herrera’s project manager and up to three (3) FLIP Team meetings by Herrera’s lead GIS analyst, and assistance in drafting meeting notes content (tracked edits in Microsoft Word files)

• Presentation materials for FLIP Team meeting(s) – Microsoft Powerpoint file slides and hard copy handouts.

Task 5 – Geodatabase Development for Agricultural and Other Land Uses within the Lower Nooksack River Floodplain

Task 5.1 – Quality Assurance Project Plan
Whatcom County has received a grant from the Washington Department of Fish Wildlife that uses National Estuary Program (NEP) funds and that covers the work Herrera is doing on the project and also work being done by the US Geological Survey (USGS). This grant requires preparation of a Quality Assurance Project Plan (QAPP) that describes the data sources to be used and generated with NEP funds, and details on how that information will be checked for quality and accuracy before it is relied upon for detailed project work. This QAPP will focus on geospatial data, since the work Herrera will be doing subject to the QAPP is centered in GIS
modeling and analysis. Herrera will assist the County in preparing the QAPP for submittal to State agencies, and in finalizing it based on comments received on the initial submittal.

**Task 5.1 Assumptions:**

- Herrera staff will attend conference calls with representatives of the County’s consultant teams who are gathering and generating spatial datasets under separate contracts (i.e., mapping results of flood modeling, geomorphic assessment, and habitat assessment) to understand data sets they are working with that may ultimately be included in integrated floodplain planning work that Herrera does using NEP funds.

- Herrera will prepare a draft of the QAPP for County and USGS review and embellishment.

- Herrera will incorporate County and USGS input to produce a complete QAPP for submittal to State agencies, which will include some questions and prompts for other clarifications sought from the State.

- Herrera will finalize the QAPP to reflect input provide by State agencies.

**Task 5.1 Deliverables:**

- First and second draft QAPP files in Microsoft Word and Adobe PDF electronic file formats.

- Final QAPP following receipt of comments from State agencies in Microsoft Word and Adobe PDF electronic file formats.

**Task 5.2 – Additional Land Use Data Coordination**

This amended task also includes extra effort for gathering land use information from local organizations including watershed improvement districts (WIDs) and diking and drainage districts in summer 2018. The original scope and budget for this task assumed the effort would be done by support staff. The additional effort is for Herrera’s project manager to attend meetings with local organizations, take notes of the discussions, and coordinate follow-up interactions with them.

**Task 5.2 Deliverables:**

- Attendance by Herrera’s project manager at up to four (4) meetings with local organizations providing land use information and descriptions of local-scale problems and needs.

- Notes from meetings.

**Task 6 – HEC-FIA Modeling Support**

**Task 6.1 - Prepare Building Footprints Data**

Whatcom County is partnering with the US Army Corps of Engineers (Corps) in using HEC-FIA software to perform cost-benefit analyses for the CFHMP update. This model requires input data characterizing buildings at risk in the Nooksack River floodplain. Herrera will assist the County in digitizing building footprint information from 2016 aerial photos, 2013 first-return LiDAR,
existing structure footprints, and other sources as may be applicable to provide complete information for the entire project planning area.

Task 6.1 Assumptions:

- Whatcom County will provide files to be used as the basis for digitizing building footprints, including existing structure footprints and a planning area boundary
- A total of approximately 3,750 buildings will be digitized or edited in the existing structures dataset provided by Whatcom County. Approximately 10% of the structures will then be chosen at random and reviewed for accuracy and completeness.

Task 6.1 Deliverables:

- Shapefile of digitized building footprints based on 2016 aerial photography

Task 6.2 – HEC-FIA Modeling of Potential Future Conditions

WSE will assist the County in reviewing the results of existing conditions HEC-FIA modeling performed by the Corps, and in running the HEC-FIA model created by the Corps to simulate reductions in flood damages that could be accomplished due to proposed flood risk reduction projects. WSE will perform model runs as requested, evaluate results, and share the results with the project team via meeting(s) to discuss them. WSE will also attend a meeting(s) with County staff when the Corps has completed its modeling of existing conditions and shares those results, and provides guidance on using the model thereafter.

Task 6.2 Assumptions:

- The Corps will complete the existing conditions model setup, and give the County a model that is working for future use in evaluating effects of proposed actions to reduce flooding, such that this task will not need to include entering existing conditions information into the model.
- Up to three different HEC-FIA model configurations may be run in this task (by June 2019), reflecting proposed flood risk reduction projects in selected reaches of the planning area.
- This task does not include formal training in HEC-FIA model applications.

Task 6.2 Deliverables:

- HEC-FIA model results, in a format to be determined.

Task 7 – Public Meeting Support

Whatcom County intends to convene a public meeting in fall of 2018 to explain the CFHMP effort and obtain public input on various types of information to be included in the planning process. Herrera will assist with preparing technical presentation information and Herrera’s project manager will attend the meeting.

Task 7 Assumptions:

- Whatcom County or others will be responsible for logistical details of the public meeting (booking the location, refreshments, agenda copies, audio/visual equipment, etc.).
• Herrera’s project manager will be responsible for preparing several presentation slides, and assisting Whatcom County in the presentation during the meeting.

• This task will not require Herrera to prepare poster-sized presentation materials or otherwise to get assistance from a graphics vendor for printing or mounting presentation material.

**Task 7 Deliverables:**

• Public meeting presentation content in Microsoft PowerPoint and/or hard copy handout formats

• Assistance with drafting notes from the public meeting (tracked edits in Microsoft Word file)

**Task 8. Technical Assistance**

Throughout the term of this agreement, the County may call upon the Contractor (Herrera) to perform specific professional services to support the FLIP process as needed. Herrera will promptly communicate all project requirements considered to be outside the approved scope of work for Tasks 1-7 to the County’s Project Manager as the work of those tasks is carried out. Herrera must prepare a written scope of work and budget estimate, each being separately subject to the terms and conditions of this Agreement, and receive written approval from the County Project Manager prior to performing any additional work using Technical Assistance funds. Each scope of work and budget prepared under Task 8 will be mutually agreed upon by the project managers at the County and Herrera, subject to the terms and conditions within this Agreement and will be documented either via e-mail or other written correspondence.

**Task 8 Deliverables:**

• Scope(s) of work and budget tabulation(s) for specific work to be performed under Task 8, in similar format as the scope and budget of the original consultant contract.
Exhibit B-1
Compensation

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

The Contractor will invoice monthly. Invoices will include hours worked by employee by day together with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. Compensation shall not exceed the amended contract amount of $189,000. Any work continuing after the completion date of the amended contract, unless otherwise agreed upon in writing, will be at the Contractor’s expense.

HERRERA ENVIRONMENTAL CONSULTANTS, INC.
2018 Billing Rates
3/12/2018

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**Labor Costs**

- **Employee #1:** Salary: $1,500, Hours: 100, Rate: $15.00
- **Employee #2:** Salary: $3,500, Hours: 100, Rate: $35.00
- **Employee #3:** Salary: $1,200, Hours: 100, Rate: $12.00
- **Employee #4:** Salary: $1,200, Hours: 100, Rate: $12.00
- **Employee #5:** Salary: $1,200, Hours: 100, Rate: $12.00
- **Employee #6:** Salary: $1,200, Hours: 100, Rate: $12.00
- **Employee #7:** Salary: $1,200, Hours: 100, Rate: $12.00
- **Employee #8:** Salary: $1,200, Hours: 100, Rate: $12.00
- **Employee #9:** Salary: $1,200, Hours: 100, Rate: $12.00
- **Employee #10:** Salary: $1,200, Hours: 100, Rate: $12.00

**Material Costs**

- **Material #1:** Price: $1,000, Qty: 100

**Subcontractor Costs**

- **Subcontractor #1:** Price: $1,500, Hours: 100
- **Subcontractor #2:** Price: $1,000, Hours: 100
- **Subcontractor #3:** Price: $0, Hours: 0
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- **Subcontractor #7:** Price: $0, Hours: 0
- **Subcontractor #8:** Price: $0, Hours: 0
- **Subcontractor #9:** Price: $0, Hours: 0
- **Subcontractor #10:** Price: $0, Hours: 0

**Total Costs**

- **Total Costs:** $25,600
**TITLE OF DOCUMENT:**
Collaborative Agreement with United States Geological Survey

**ATTACHMENTS:**
Cover Memo

**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 Collaborative Agreement with the U.S. Geological Survey will provide integrated modeling to simulate the effects of the proposed project alternatives for flood hazard reduction and habitat improvements, and of projected changes in stream flows, sediment delivery, sea-level rise, storm surges, waves and channel modifications on water levels, current velocities and sediment transport processes in the reach downstream of Ferndale. This work will support the Floodplain Integrated Planning (FLIP) process currently underway.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

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

THROUGH: Jon Hutchings, Public Works Director

FROM: Paula J. Harris, P.E., River and Flood Manager
       Gary Stoyka, Natural Resources Program Manager

DATE: August 27, 2018

RE: Collaborative Agreement with United States Geological Survey

Enclosed are two (2) originals of a Collaborative Agreement between the Whatcom County Flood Control Zone District (FCZD) and the United States Geological Survey (USGS) for your review and signature.

- Background and Purpose
  Multiple project alternatives to lower flood risk and restore salmon habitat in the reach from Ferndale to Bellingham Bay were evaluated during the System-wide Improvement Framework (SWIF) planning process; this work is continuing in the Floodplain Integrated Planning (FLIP) process to update the Lower Nooksack River Comprehensive Flood Hazard Management Plan. Several alternatives included elements that would involve Lummi Nation reservation lands or which may impact Lummi’s ability to exercise their treaty rights, such as navigation for fishing. Meetings with Lummi Nation Natural Resources Department identified a number of issues needing further investigation in order to select preferred project alternatives that could be supported by the Lummi Nation as well as other key stakeholders.

  Building off of the SWIF work and moving forward into the Floodplain Integrated Planning (FLIP) process, the proposed study will provide a technical basis to better understand the implications of potential flood hazard reduction and habitat improvements, as well as what future climate conditions may mean to both these efforts. A numerical hydrodynamic-sediment transport model will be developed by the USGS. The model will be used to simulate the effects of the proposed project alternatives and of projected changes in stream flows, sediment delivery, sea-level rise, storm surges, and waves. The model outputs, data and tools developed by the USGS will inform resource managers and decision makers which alternatives can mutually benefit flood risk management, habitat function, and resilience planning and will be available for Public Works to use to evaluate future projects.

- Funding Amount and Source
  The proposed Collaborative Agreement is for a total amount of $250,000. Funding is provided through an EPA National Estuary Program (NEP) grant administered though the Washington State Department of Fish and Wildlife (WCC 201803002).

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

Encl.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Public Works</th>
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<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>River and Flood/907525</td>
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<tr>
<td>Contract or Grant Administrator:</td>
<td>Paula J. Harris</td>
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<tr>
<td>Contractor’s / Agency Name:</td>
<td>United States Geological Survey</td>
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**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):  

**Is this contract grant funded?**  Yes ☑ No ☐  If yes, Whatcom County grant contract number(s): 201803002  

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

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

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

<table>
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<tr>
<th>Amount</th>
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This Amendment Amount:  

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Total Amended Amount:  

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

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

**Summary of Scope:** This Collaborative Agreement with the U.S. Geological Survey will provide integrated modeling to simulate the effects of the proposed project alternatives for flood hazard reduction and habitat improvements, and of projected changes in stream flows, sediment delivery, sea-level rise, storm surges, and waves in the reach downstream of Ferndale. This work will support the Floodplain Integrated Planning (FLIP) process currently underway.

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<th>Term of Contract</th>
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<th>Expiration Date</th>
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<td>Date: 12/1/2020</td>
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**Last edited 10/31/16**
COLLABORATIVE AGREEMENT

This Collaborative Agreement ("Agreement") is entered into by and between the U.S. Geological Survey (USGS), a bureau of the Department of the Interior, through the offices of its Pacific Coastal and Marine Science Center, hereinafter referred to as the "USGS" and Whatcom County Flood Control Zone District, Bellingham, Washington, hereinafter referred to as "Collaborator." USGS and Collaborator are sometimes herein referred to as a "Party" and collectively as the "Parties." Any inconsistency between the standard terms of Articles 1 through 16 of this Agreement and any attachments to this Agreement shall be resolved by giving precedence to Articles 1 through 16.

Whereas, the USGS is authorized to perform collaborative work and prosecute projects in cooperation with other agencies, Federal, State or private, pursuant to 43 USC §36c; and

Whereas, the USGS is authorized to receive payments in arrears from any State, Territory, Tribe, possession, or political subdivision by 43 USC §50b, and;

Whereas, the USGS has a mission to conduct research and advance understanding, modeling capacity, and decision-support tools to aid in the assessment of natural hazards to property, infrastructure, industry and ecosystem services that communities depend upon and has the need of gathering empirical and validation data to support this mission; and

Whereas, Collaborator has the mission to conduct studies that support identification, evaluation and implementation of natural hazard risk (e.g., flooding) and habitat management measures and has the need of USGS expertise in measuring and modeling hydrodynamics, sediment transport and natural hazards risk; and

Whereas, the Project entitled Integrated modeling of changing stream flows, sea-level rise, and flood mitigation alternatives on habitat structure and natural hazards resilience across the Lower Nooksack River and Delta is intended by the Parties to be mutually beneficial and to benefit the people of the United States;

Now, therefore, the Parties hereto agree as follows:


2. Principal Investigator. The USGS principal investigator (PI) for this Project is Eric Grossman, 360-650-4697, egrossman@usgs.gov, WWU Dept. of Geology, 516 High St., MS9080, Bellingham, WA 98225. The PI for the Collaborator is Paula Harris, 360-778-6285, pharris@co.whatcom.wa.us, Whatcom County Public Works, 322 N. Commercial St, Bellingham, WA 98225. In the event that a PI is unable to continue in this Project, the sponsoring agency will make every effort to provide a replacement acceptable to the other Party.

3. Title to Equipment. There will be no joint property purchased as a result of the collaborative effort outlined in the SOW. Each Party will provide its own equipment necessary to support its participation in the SOW.
4. **Term.** The collaborative effort contemplated by this Agreement will commence on the effective date of this Agreement. The effective date of this Agreement shall be the later date of (1) September 12, 2018 or (2) the date of the last signature by the Parties. The expiration date of this Agreement shall be two years from the start date.

5. **Funding/Resource Share.**
   (a) The Collaborator will provide an estimated $250,000 in funds-in to the Project. The Collaborator is providing in-kind services and or resources with an estimated value of $38,400 in the form of salary for two staff at 8 hours per month for 24 months. (b) If the Collaborator is a non-governmental organization, the USGS requires an advance of $[0]. (c) If the Collaborator is a government organization such as a State, Territory, Tribe, possession or political subdivision thereof, the following shall apply: The USGS will submit invoices on a quarterly basis. Invoices not paid within **60 days from date of bill**, will bear Interest, and other fees required by Federal law, at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. 3717) established by the U.S. Treasury. (d) The USGS is providing in-kind services and or resources with an estimated value of $76,738 to the Project that include salary support for Dr. Eric Grossman ($31,225) and A. Stevens ($11,763) and operational expenses, principally equipment costs ($17,500), contracts ($15,000) and travel ($1,250).

6. **Amendments/Termination.** This Agreement can be changed or amended only by a written instrument signed by the Parties. This Agreement may be terminated by either Party on thirty (30) days written notice to the other Party. In the event of an early termination, USGS shall be reimbursed for any completed work or work in progress on the effective date of termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Collaborator. The USGS shall provide a copy of the outcomes completed as of the effective date of termination in the event of an early termination of the Agreement.

7. **Scientific Information/Data.**
   Each Party is free to publish the information and data developed in the performance of the statement of work (SOW) and data management plan (DMP). Before a Party submits the information and data for publication or otherwise intends to publicly release or disclose scientific information and data that is jointly developed, the other Party will be provided thirty (30) days for review of the proposed release or disclosure, prior to submission for publication. The Parties acknowledge that scientific information and data developed using USGS funds as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in **Survey Manual Chapter (SMC) 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products.** The USGS is required to provide timely public access to the results of scientific information and data associated with federally funded research that does not contain sensitive protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in **SMC 502.7, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including Data and SMC 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release.**
8. (Reserved)

9. Notices. Any notice required to be given or which shall be given under this Agreement shall be in writing and delivered by first-class mail to the Parties as follows:

**USGS:**

**Technical:**
Eric Grossman  
WWU Dept. of Geology  
516 High St., MS9080  
Bellingham, WA 98225  
egrossman@usgs.gov  
360-650-4697

**Administrative:**
Paulette Zamora  
USGS/PCMSC  
2885 Mission St.  
Santa Cruz, CA 95060  
pzamora@usgs.gov  
831-460-7431

**Collaborator:**

**Technical:**
John Thompson  
Whatcom County Public Works  
322 N. Commercial St  
Bellingham, WA 98225  
jnthomps@co.whatcom.wa.us  
360-778-695

**Administrative:**
Paula Harris  
Whatcom County Public Works  
322 N. Commercial St  
Bellingham, WA 98225  
phparris@co.whatcom.wa.us  
360-778-6285

**Financial Contact Information for Collaborator:**

Christy Fowler  
Whatcom County Public Works  
322 N. Commercial Street  
Bellingham, WA 98225  
Phone 360-778-6214  
FAX 360-778-6201  
[DUNS No.] 060044641  
[Tax ID No.] 91-6001383  
http://www.co.whatcom.wa.us/

10. **Independent Organization.** For purposes of this Agreement and all research and services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent Party and not an agent or employee of the other Party. Each Party shall have exclusive control over its employees in the performance of the SOW. While in field locations, a Party’s employees must adhere to the safety and technical requirements imposed by the Party controlling the work site.

Neither Party has authority to make any statements, representations, or commitments of any kind, or take any action, which shall be binding on the other Party, except as may be explicitly

(a) This Agreement is subject to interpretation under State and Federal law. If there is inconsistency between the laws, then Federal law is controlling. Each Party agrees to be responsible for the activities, including the negligence, of their employees. Responsibility of the USGS for the payment of claims for loss of property, personal injury, or death caused by the negligence or wrongful act or omission of a USGS employee, while acting within the scope of their employment, is limited to provisions of the Federal Tort Claims Act, 28 USC §§ 2671-80. USGS warrants that it is self-insured for the purposes of Worker’s Compensation.

(b) The USGS and the Collaborator make no express or implied warranty as to the conditions of the research, merchantability or fitness for a particular purpose of the research, data, or resulting product incorporating data developed and exchanged under the SOW.

12. Force Majeure. Neither Party shall be held liable for any unforeseeable event beyond its control, not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it is unable to overcome by the exercise of due diligence including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning, and other natural catastrophes; epidemic, war, riot, civil disturbance, or disobedience; strikes, labor disputes, or failure, threat of failure, or sabotage; or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the Party unable to perform must promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

13. Entire Agreement. This Agreement contains all of the terms of the Parties and supersedes all prior Agreements and understandings related thereto. Due to the specialized nature of the collaborative work, this Agreement is non-assignable by both Parties.

14. Disputes. The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that the signatories are unable to resolve shall be submitted to the Director of the USGS or his/her designee and the Director of the Whatcom County Public Works, John Hutchings or his designee for resolution.

15. Miscellaneous Provisions. Pursuant to the Anti-Deficiency Act, 31 U.S.C. §1341 (a)(1), nothing herein contained shall be construed as binding the USGS to expend in any one fiscal year any sum in excess of its appropriations or funding in excess or what it has received for the collaborative work outlined in the SOW.

Agreement# 18ZPCOLL08272018

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the last date listed below.

ACCEPTED AND AGREED

The USGS signatory certifies that:
- The USGS signatory is consistent with the delegations of authority to sign agreements, SMC 205.13.
- The Collaborator is a U.S. owned organization.
- The COI form has been coordinated with the Ethics Office, as applicable.
- This Collaborative Agreement contains standard terms only or, if it contains non-standard terms, it was sent to OPA for review.

U.S. GEOLOGICAL SURVEY
By:  
Name: Guy Gelfenbaum
Title: Center Director, PCMSC
Date: 8/30/18

COLLABORATOR
By:  See attached
Name: Jack Louws
Title: Whatcom County Executive
Date: 


WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:

Recommended for Approval:

[Signature]
Jon Hutchings
Public Works Department Director
Date

Approved as to form:

[Signature]
Christopher Quinn
Senior Civil Deputy Prosecuting Attorney
Date

Approved:
Accepted for Whatcom County Flood Control Zone District:

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

STATE OF WASHINGTON
ss
COUNTY OF WHATCOM

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

__________________________
NOTARY PUBLIC in and for the State of Washington, residing at
___________________________. My commission expires __________________.
Agreement# 18ZPCOLL08272018
Attachment A: Statement of Work between USGS and Whatcom County Public Works

I. Proposal: This project aims to evaluate how projected changes in watershed hydrology, sea-level rise, and land-use including flood risk reduction alternatives, will affect hydrodynamics, sediment transport, flood risk and habitat change in the lower Nooksack River and delta.

Problem Statement:
The geomorphology, habitat function and flood risk to area communities, infrastructure, industries and valued ecosystem services of the lower Nooksack River and delta are dynamically changing and expected to be strongly affected by projected climate change and sea level rise. The Nooksack watershed has the highest sediment yield of all Puget Sound basins and recent studies indicate that sediment processes (channel aggradation) are affecting flood thresholds, salmon habitat and fisheries (e.g., navigation) at time-scales of 10-30 years. Projections of greater peak runoff, fluvial sediment loads, and effects of sea-level rise, including storm surge and waves are expected to cause more sediment infill of the lower river and delta as additional sediment delivery is increasingly trapped higher in the system. A process-based hydrodynamic model has been identified as a critical need to evaluate these dynamic, complex interactions and evaluate potentially mutually-beneficial outcomes of flood mitigation and salmon ecosystem restoration alternatives. We propose to develop a numerical hydrodynamic-sediment transport model that couples all fluvial and coastal/estuarine processes across the lower Nooksack river and delta. The model will be used to simulate the effects of projected changes in stream flows and sediment delivery, sea-level rise, storm surges, waves and channel modifications on water levels, current velocities and sediment transport processes that govern the flow of water and sediment, geomorphic and habitat change, and flood risk. The model outputs, data and tools developed intend to inform resource managers and decision makers of alternatives that can mutually benefit flood risk management, habitat function, and resilience planning.

Project Goals/Objectives:
This project seeks to evaluate the total flood risk and change in hydrodynamics and sediment transport projected with the combination of sea-level rise, storm surge, wave events, and increasing stream floods to the year 2100. The models, tools and data developed will provide a basis for cost-benefit analyses of channel hydrologic modification for coordinated investments in flood risk management, salmon habitat restoration and agricultural resilience planning. This project complements similar hazards and hydrodynamic-sediment transport modeling efforts and will help provide tools to address similar priority issues in other Pacific Northwest rivers and their delta environments.

These goals will be achieved through the following objectives:
1. Develop a numerical hydrodynamic model and tool that couples the interacting physics of stream flow, coastal processes (tides, storm surge, waves), and sediment transport to evaluate flood risk and habitat responses to modifications in hydrology, sediment and geomorphology.
2. Assess impending changes in the magnitude and frequency of extreme coastal storm events that retard stream flow and sediment transported in the lower Nooksack River, and aggravate flood risk.
3. Couple projections of future increases in stream flows, sea level rise and storm surges to assess the change in extreme total water level events across the lower Nooksack River-delta to the year 2100 and the hydrodynamics that cause flooding, transport sediment, and shape geomorphology/habitat.
4. Implement the coupled hydrodynamic model with identified mainstem and distributary channel restoration alternatives to evaluate potential mutual benefits of levee modifications to both flood risk reduction, salmon habitat, and agricultural resilience.
II. Term and Proposed Project Schedule/Milestones
The period of performance is July 1, 2018 to June 30, 2020 which allows for examination of two fall-winter storm seasons to characterize variability in hydrodynamics and suspended sediment transport during peak stream flows and high coastal water levels (e.g., winter storm surge anomalies) that serve as proxies for future sea-level conditions.

The following timeline and milestones are proposed:

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<th>Task</th>
<th>2018 Q1</th>
<th>2018 Q2</th>
<th>2019 Q1</th>
<th>2019 Q2</th>
<th>2019 Q3</th>
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III. Collaborator’s Role and Expertise
The Collaborator has 20 years of experience managing flood district programs and working with federal, state and regional agencies to develop strategies for floodplain management that integrates with salmon and habitat restoration. Inherent in this role, collaborator has also worked with several science agencies to formulate models and assessments of flood risk, habitat change and ecosystem recovery alternatives and works closely with stakeholders across all sectors to identify information needs and coordinate adaptive management plans. As such, Collaborator will lead several important tasks that help define science priorities, communicate research objectives broadly to constituents and disseminate research findings to decision makers.

Specific Collaborator Tasks
- Coordinate multi-stakeholder informational workshops
- Collate and provide existing data including empirical measurements and past model outputs
- Convene meetings with Lummi Nation and stakeholder and advisory committees to share interim findings and identify information needs
- Coordinate science meetings among ongoing and new research teams
- Distribute results to stakeholders

IV. USGS’ Role and Expertise
USGS leads multi-disciplinary research in the coastal zone addressing natural hazards and ecosystem science with an emphasis on developing decision support tools that help decision makers identify, prioritize and implement land-use actions that mutually benefit hazards risk reduction and ecosystem restoration for enhanced resilience and cost-efficiencies. Institutional knowledge, infrastructure and expertise allow the USGS Pacific Coastal and Marine Science Center resourcefully conduct interdisciplinary science to help answer complex questions related to how natural hazards are likely to evolve as changes in sea level, coastal storms, fluvial sediment loads, and groundwater interact in the coming decades/century and affect land use, planning and adaptation strategies.
Specific USGS Tasks:

1. Refine and implement new Delft3D-Flexible Mesh (unstructured) hydrodynamic model coupling stream flow and estuarine flows to examine suspended sediment flux across the lower Nooksack River and delta under current conditions.

With leverage from USGS, Eric Grossman and his team at the USGS Pacific Coastal and Marine Science Center will refine and validate a new unstructured Delft3D-FM model of the the greater Nooksack River-delta spanning the region from Ferndale downstream across Lummi and Bellingham Bays. Initial sensitivity and validation testing is underway for this Nooksack delta model that is nested within a larger Salish Sea model. Initial testing of the Salish Sea model show <20cm RMSE in water levels across Puget Sound NOAA tide gages. This task will continue validation for existing water level data at Ferndale, Slater Road, Marine Drive and Bellingham Bay sites covering the period 2015-2018 derived from recent USGS research (Konrad and others, In Review; Grossman and others, In Prep.) and new current profile data at select sites within the tidal delta. Model validation for water levels, current velocities/directions and suspended sediment concentrations will provide a robust working tool to explore impending changes with sea-level rise, stream flows and land use (e.g., mainstem, distributary channel modifications).

![Salish Sea Model Domain](image1)
![Nested Nooksack River-delta model](image2)
![Initial coupled stream-estuary flow](image3)

**Figure 1.** Clockwise upper left: Salish Sea Model domain (provides boundary conditions for nested Nooksack Model); fine-scale, nested Nooksack Model coupling fluvial-estuarine processes; Initial flow outputs being tested; Delft3D-FM model components that solve shallow water hydrodynamic transformations.
Agreement# 18ZPCOLL.08272018

2. Calculate the magnitude and recurrence frequency of extreme total water levels projected with the combined influence of sea-level rise, storm surge/wave, and peak stream flow events to the year 2100 to define total flood hazard risk and extreme event scenarios (e.g., future 2-, 10-, 50-, 100-yr flood).

Also leveraging USGS efforts to build the USGS Puget Sound Coastal Storm Modeling System (PS-CoSMoS), this task will implement Tier 3 PS-CoSMoS (e.g., shallow wave and storm surge transformation to calculate flooding) within Bellingham and Lummi Bays for the range of sea-level rise, coastal storm and stream flows expected through the year 2100. Sea-level rise scenarios that integrate vertical land motion (VLM) and probabilistic sea-level rise rates will be derived from the Washington Coastal Resilience Project (Grossman is a PI) with outcomes of Task 1 (above) and projected changes in Nooksack stream flow (e.g., B. Mitchell, WWU -Nooksack DHSVM model output). The combined influence of sea-level rise, coastal storms/waves, and stream flows to future floods (e.g., 2-, 10-, 50-, 100-yr events) and time periods (e.g., 2040-2060, 2060-2080, 2080-2100) of concern to Whatcom County River and Flood and Floodplain Integrated Planning stakeholders will be simulated to evaluate the change in magnitude and recurrence frequency of extreme total water levels that drive flood risk and hydrologic forcing.

The outputs of this task will provide the project with an assessment of the full range of total water levels and flow conditions expected in future planning windows to guide risk assessments and model scenarios.

3. Assess changes in hydrodynamics associated with a select set of future storm scenarios representing the combined influence of sea-level rise, coastal storm surge/waves, and future peak stream flows (outputs of DHSVM) to the year 2100 relative to today.

For this task we will apply the Nooksack-FM model to examine the combined influence of select future sea-level and storm/flood scenarios on hydrodynamics that drive flooding. The model will be run for a selection of future coastal storm and peak stream flow scenarios defined in Task 2 to evaluate the relative change in hydrodynamics during future storm events to compare to present. This modeling will apply a similar strategy as recent research in Nisqually which simulated hydrodynamics and change associated with the range of total water level and flow conditions bracketed by defined sea level, storm surge/wave, and stream flow (flood) events.

Outputs characterizing the relative change in hydrodynamics and water levels under extreme flood events will provide the flood district, restoration community and planners with a tool to evaluate the extent and frequency that flood risk and associated impacts will influence land-use alternatives.

4. Model changes in sediment transport processes and spatial extent of potential sedimentation associated with select storm events from Task 3.

Modeling for this task will emphasize simulations of the potential change in sediment transport owing to projected increases in peak stream flows expected with increased intense (and earlier) fall/winter rainfall integrating new USGS results of sediment load and suspended sediment concentration (Konrad and others, in Review). It is expected that the suspended sediment load will increase with higher and potentially more frequent high stream flows so this task will help refine the range in fluxes, depositional environments, routing and fate of sediment under future climate change relative to today. This modeling will apply a similar strategy as recent research in Nisqually which simulated temporal varying sediment loads with discharge and three sediment size classes characterizing the composition of the stream sediment load with different sea-level positions and storm surge/wave events. Storm events will be defined in Task 2.

Outputs characterizing the relative change in potential for erosion and/or sedimentation will
provide the flood district, restoration community and planners with a tool to evaluate the extent and timing that flow processes and sedimentation potential will change under future coastal climate change and impact habitat, navigation, and flood risk.

5. Assess changes in sediment transport processes and spatial extent of sedimentation associated with proposed levee modifications under current versus future hydrodynamic conditions. This task will apply the model to examine the influence of proposed levee modifications (restoration/flood risk reduction alternatives) to hydrodynamics and sediment transport for a select set of current and future hydrodynamic conditions (e.g. storm events defined in Task 2). Levee alternatives will be defined by Whatcom County Flood, FLIP Stakeholder process, and/or in response to flow volumes and flood conditions determined in Task 2 which will inform potential flow volumes and stage pending with the total water levels associated with future sea-level positions, storm surge/wave and stream flood events. The relative change in potential sediment transport and fate associated with levee modifications under present and future flow conditions will help evaluate likely impacts to mainstem and distributary channel function, access, and flood risk owing to changes in sediment aggradation.

6. Evaluate the extent, timing, and frequency that sea-level rise and associated backwatering effects to stream flows will influence groundwater flooding and penetration into the root zone. This task will apply methods coupling the outputs of Task 2 and PS-CoSMoS to predictions of the influence of sea level rise on the groundwater table elevation following (Habel et al. 2017; Rotzoll and Fletcher, 2013) and implemented in California and Hawaii. Briefly, the water table elevation today is modeled based on estimates of tidal efficiency and propagation into the coastal aquifer that are observed and validated with continuous groundwater level data in wells. In unconfined (and some confined) coastal aquifers like those commonly found in Puget Sound, the groundwater table gently ascends in elevation away from the coast and show tidal oscillations commonly between 0.5 to 1.0 km and up to 2.0 km from tidally-influenced marine and fluvial shorelines. These relationships are projected for the influence of projected sea level rise and total water level events (e.g. from Task 2) to map the extent across the land surface that groundwater levels will rise, the timing and frequency that groundwater will penetrate within 1-2 m below and flood above the land surface. These model outputs provide planners, public works, agricultural, and habitat restoration communities with tools to evaluate risk to storm/waste-water and other infrastructure, crops and estuarine habitats from groundwater flooding and soil saturation and associated salinity intrusion associated with rising groundwater.

Anticipated Outcomes/Expected Results (Joint Outcomes and Results):
- Unstructured Delft3D-FM hydrodynamic model for flood, hydraulic and habitat change assessments.
- Generalized Extreme Value (GEV) analyses that define future 1-, 10-, 20-, 50- and 100-year flood water levels total water levels across the lower Nooksack River and delta at sites of interest and that serve as model boundary conditions.
- Model simulations, maps and tabulated outputs of relative changes in hydrodynamics and flood water levels associated with the range of extreme stream/coastal flood events defined by the GEV analysis.
- Model simulations of the change in potential sediment transport, erosion and sedimentation associated with projected fluvial and coastal climate change (e.g. runoff and coastal processes) relative to today.
Agreement# 18ZPCOLL08272018

- Model simulations of the change in potential sediment transport, erosion and sedimentation associated with proposed levee modifications and habitat restoration alternatives under projected fluvial and coastal climate change relative to today.
- Maps and GIS data layers characterizing the areal extent, timing and frequency of changes in groundwater table associated with the projected changes in total water levels including areas vulnerable to groundwater flooding and intrusion of the upper 2 m of the subsurface that will affect drainage, infrastructure, crop production and estuarine habitat structure.
- Report summarizing and disseminating data, methods, model construction, and results.
TITLE OF DOCUMENT:
Agreement between Whatcom County and the Bellingham School District

ATTACHMENTS:
1. Contract Information Sheet
2. Memo to County Executive
3. 2 Originals of Contract

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

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

The purpose of the contracted services is to provide behavioral health services within the Bellingham School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

COMMITTEE ACTION:

COUNCIL ACTION:

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

Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: www.co.whatcom.wa.us/council.
TO: Jack Louws, County Executive
FROM: Regina A. Delahunt, Director
RE: Bellingham School District, Behavioral Health Services Contract Amendment #3
DATE: August 15, 2018

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

- Background and Purpose

The purpose of the contracted services is to provide behavioral health services within the Bellingham School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems. The purpose of this amendment is to extend the agreement for an additional year and to increase funding for Prevention/Intervention services delivered at the high school level.

- Funding Amount and Source

The source of funding for this amendment, in an amount not to exceed $138,000, is the Behavioral Health Program Fund. Funding for this amendment is included in the 2018 – 2019 budget. Council approval is required because funding exceeds 10% of the original contract amount.

Please contact Joe Fuller at extension 6045 if you have any questions regarding this agreement.

Encl.
## WHATCOM COUNTY CONTRACT
### INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>85 Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>8550 Human Services / 855060 Mental Health</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Joe Fuller</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Bellingham School District</td>
</tr>
</tbody>
</table>

### Questions:
- **Is this a New Contract?** Yes [X] No [ ]
- **If not, is this an Amendment or Renewal to an Existing Contract?** Yes [X] No [ ]
- **Does contract require Council Approval?** Yes [X] No [ ]
- **Is this a grant agreement?** Yes [X] No [ ]
- **Is this contract grant funded?** Yes [X] No [ ]
- **Is this contract the result of a RFP or Bid process?** Yes [X] No [ ]
- **Is this agreement excluded from E-Verify?** No [X] Yes [ ]

### Details:
- **Original Contract #:** 20150726
- **WCC:** (see Whatcom County Codes 3.08.010, 3.08.090 and 3.08.100)
- **CFDA#:**
- **Contract Cost:** 124100
- **Contractor Declaration form:**

### Contract Details:
- **Contract Amount:** $345,000
- **This Amendment Amount:** $138,000
- **Total Amended Amount:** $483,000

### Summary of Scope:
The purpose of this contract is to provide behavioral health services within the Bellingham School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

### Term of Contract:
- **1 Year**
- **Expiration Date:** 8/31/2019
- **Date:** 6/15/2018

### Approval Dates:
- **Prepared by:** JT (Date: 8-22-18)
- **Attorney signoff:** (Date: 8/22/18)
- **AS Finance reviewed:** (Date: 8-8-18)
- **IT reviewed (if IT related):** (Date: 8-23-18)
- **Contractor signed:** (Date: 8-8-18)
- **Submitted to Exec.:** (Date: 8-23-18)
- **Council approved (if necessary):** (Date: )
- **Executive signed:** (Date: )
- **Original to Council:** (Date: )
WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201507026

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

AND CONTRACTOR:
Bellingham School District
1306 Dupont Street
Bellingham, WA 98225

AMENDMENT NUMBER: 3
CONTRACT PERIODS:
Original: 09/01/2015 – 08/31/2016
Amendment #1 09/01/2016 – 08/31/2017
Amendment #2 09/01/2017 – 08/31/2018
Amendment #3 09/01/2018 – 08/31/2019

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

DESCRIPTION OF EXTENSION:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract “General Terms, Section 10.2, Extension”.

2. Amend Exhibit B “Compensation” by adding $23,000 for additional Prevention/Intervention Specialist services.

3. Funding for this extended contract period (09/01/2018 - 06/31/2019) is not to exceed $138,000.

4. Funding for the total contract period (09/01/2015 – 08/31/2019) is not to exceed $483,000.

5. All other terms and conditions remain unchanged.

6. The effective start date of the extension is 09/01/2018.
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

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

Signature is required below.

APPROVAL AS TO PROGRAM:  
Annie Deacon, Human Services Manager  
Date 8/16/18

DEPARTMENT HEAD APPROVAL:  
Regina A. Delahunt, Health Department Director  
Date 8/17/18

APPROVAL AS TO FORM:  
Royce Buckingham, Civil Deputy Prosecuting Attorney  
Date 8/22/18

FOR THE CONTRACTOR:

Contractor Signature  
Print Name and Title Greg Baker, Superintendent  
Date 6-6-18

STATE OF WASHINGTON)
COUNTY OF WHATCOM )

On this 8th day of August, 2018, before me personally appeared Greg Baker, to me known to be the Superintendent 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, WA

My Commission expires:

FOR WHATCOM COUNTY:

Jack Louws, County Executive  
Date

STATE OF WASHINGTON)
COUNTY OF WHATCOM )

On this ___ day of ______________, 2018, 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:
EXHIBIT "B"
(COMPENSATION)

The source of funding for this contract, in an amount not to exceed $138,000.00, is the Behavioral Health Program Fund.

The budget for behavioral health services is as follows:

<table>
<thead>
<tr>
<th>Contract Budget 9/1/2018 – 8/31/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
</tr>
<tr>
<td>Intervention/Prevention Specialist (including salary and benefits)</td>
</tr>
<tr>
<td>Program supplies, professional development/training, and travel</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

The Contractor may transfer funds between budget line items with County prior approval.

The Contractor cannot exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.
WHATCOM COUNTY COUNCIL AGENDA BILL

Title of Document:
Agreement between Whatcom County and the Mt. Baker School District

Attachments:
1. Contract Information Sheet
2. Memo to County Executive
3. 2 Originals of Contract

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:
The purpose of the contracted services is to provide behavioral health services within the Mt. Baker School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

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: Mt. Baker School District, Behavioral Health Services Contract Amendment #4

DATE: August 21, 2018

Enclosed are two (2) originals of a contract amendment between Whatcom County and Mt. Baker School District for your review and signature.

- Background and Purpose

The purpose of the contracted services is to provide behavioral health services within the Mt. Baker School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems. The purpose of this amendment is to extend the agreement for an additional year and to increase funding for additional subcontract services, professional development and training, and support of the evidence-based Strengthening Families Program.

- Funding Amount and Source

The source of funding for this amendment, in an amount not to exceed $108,000, is the Behavioral Health Program Fund. Funding for this amendment is included in the 2018 – 2019 budget. Council approval is required because funding exceeds 10% of the original contract amount.

Please contact Joe Fuller at extension 6045 if you have any questions regarding this agreement.

Encl.
WHATCOM COUNTY CONTRACT
INFORMATION SHEET

Originating Department: 85 Health
Division/Program: (i.e. Dept. Division and Program) 8550 Human Services / 855020 Mental Health
Contract or Grant Administrator: Joe Fuller
Contractor's / Agency Name: Mt. Baker School District

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

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

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

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

Contract Cost Center: 124100

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

Contract Amount: (sum of original contract amount and any prior amendments):
$ 270,000

This Amendment Amount:
$ 108,000

Total Amended Amount:
$ 378,000

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

Summary of Scope: The purpose of this contract is to provide behavioral health services within the Mt. Baker School District in order to promote a greater ability for academic success for students who are challenged with mental health and substance abuse problems.

Term of Contract: 1 Year  Expiration Date: 8/31/2019
Contract Routing:
1. Prepared by: JT  Date: 6/15/18
2. Attorney signoff:  Date: 8-28-18
3. AS Finance reviewed:  Date: 8/30/18
4. IT reviewed (if IT related):  Date: 8-17-18
5. Contractor signed:  Date: 8-30-18
6. Submitted to Exec.:  Date: 
7. Council approved (if necessary):  Date: 
8. Executive signed:  Date: 
9. Original to Council:  Date: 

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WHATCOM COUNTY HEALTH DEPARTMENT CONTRACT EXTENSION

Whatcom County # 201507024

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

AND CONTRACTOR:
Mt. Baker School District
4956 Deming Road
Deming, WA 98244

AMENDMENT NUMBER: 4
CONTRACT PERIODS:
Original: 09/01/2015 – 06/30/2016
Amendment #1: 09/01/2016 – 08/31/2017
Amendment #2: 04/01/2017 – 08/31/2017
Amendment #3: 09/01/2017 – 08/31/2018
Amendment #4: 09/01/2018 – 08/31/2019

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

DESCRIPTION OF EXTENSION:

1. Extend the duration and other terms of this contract for 1 year, as per the original contract “General Terms, Section 10.2, Extension”.

2. Amend Exhibit B “Compensation” by adding $20,000 for additional for additional subcontracted services, professional development and training, and support of the evidence-based Strengthening Families Program.

3. Funding for this extended contract period (09/01/2018 - 08/31/2019) is not to exceed $108,000.

4. Funding for the total contract period (09/01/2015 – 08/31/2019) is not to exceed $378,000.

5. All other terms and conditions remain unchanged.

6. The effective start date of the extension is 09/01/2018.
The source of funding for this contract, in an amount not to exceed $108,000, is the Behavioral Health Program Fund.

The budget for behavioral health services is as follows:

<table>
<thead>
<tr>
<th>Activity/Line Item</th>
<th>Invoice Documentation Required</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mental Health Support Specialists (including salary and benefits)</td>
<td>General Ledger Detail</td>
<td>$95,000</td>
</tr>
<tr>
<td>Subcontracted services (e.g., therapy, psychological services, drug/alcohol counseling)</td>
<td>Subcontractor invoice showing subcontractor name, type of service, rate &amp; hours of service, student identifier</td>
<td>$5,000</td>
</tr>
<tr>
<td>Professional development, training, and travel</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. For mileage reimbursement, copies of mileage records, including the 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 current Federal rate.</td>
<td>$2,000</td>
</tr>
<tr>
<td>Strengthening Families Program (childcare and meals)</td>
<td>Receipts for meals and invoices for childcare</td>
<td>$2,000</td>
</tr>
<tr>
<td>Program Supplies and Materials</td>
<td>General Ledger Detail</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

**TOTAL** | **$108,000**

The Contractor may transfer funds between budget line items with prior County approval.

The Contractor cannot exceed 40% of the total allocation during the first four months of service (September through December) without prior County approval.
ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

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

Signature is required below.

APPROVAL AS TO PROGRAM: Anne Deacon, Human Services Manager Date 8/21/18

DEPARTMENT HEAD APPROVAL: Regina A. Delahunt, Health Department Director Date 8/23/18

APPROVAL AS TO FORM: Royce Buckingham, Civil Deputy Prosecuting Attorney Date 8-28-18

FOR THE CONTRACTOR:

Contractor Signature

Print Name and Title Mary Sewright - Superintendent 8-17-18

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this 17 day of August, 2018, before me personally appeared Mary Sewright, to me known to be the contractor and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Notary Public
State of Washington
Kristi Baklund
Commission Expires 11/30/21

My Commission expires: 11/30/21

BOARD APPROVED
JUL 26 2018
BY: PB

FOR WHATCOM COUNTY:

Jack Louws, County Executive

STATE OF WASHINGTON

COUNTY OF WHATCOM

On this _____ day of ________________, 2018, 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:
# 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>JT</td>
<td>7/13/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Division Head:</td>
<td>AD</td>
<td>8/29/2018</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept. Head:</td>
<td></td>
<td>9/30/18</td>
<td></td>
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<tr>
<td>Prosecutor:</td>
<td></td>
<td>8/30/18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>8/30/18</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive:</td>
<td></td>
<td>8/31/18</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TITLE OF DOCUMENT:**
Contract between Whatcom County and SeaMar Community Health Center

**ATTACHMENTS:**
1. Memo to County Executive
2. Contract Information Sheet
3. 2 Originals of Contract

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

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

Whatcom GRACE (Ground-level Response And Coordinated Engagement) is a program designed to provide intensive care coordination services to individuals who frequently use the crisis system and law enforcement responses in ineffective ways. The goal is to reduce First Responder calls, Emergency Department visits and jail utilization, while improving the health, well-being and stability of these individuals. This contract will establish the hub agency that will facilitate the GRACE program.

**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: SeaMar Community Health Center – GRACE Program Contract

DATE: August 31, 2018

Enclosed are two (2) originals of a contract between Whatcom County and SeaMar Community Health Center for your review and signature. This contract is a result of RFQ #18-11 and SeaMar was the only respondent.

- **Background and Purpose**
  Whatcom GRACE (Ground-level Response and Coordinated Engagement) is a multi-agency, cross-system program that provides intensive care coordination to individuals who have frequent contact with law enforcement and emergency response systems, make inappropriate use of health care, and have failed social service and housing episodes, leading to inefficient use of public resources to meet their needs. The goal of GRACE is to: 1) increase public safety, 2) reduce excessive use and cost to emergency and criminal justice systems, and 3) improve the health and well-being of individuals with complex needs. This contract will fund the Hub agency that will facilitate the GRACE program. The Hub agency will work closely with community partners and various systems to provide care coordination to individuals in the GRACE program.

- **Funding Amount and Source**
  Funding for this 16 month contract, beginning September 1, 2018 and ending December 31, 2019, is not to exceed $660,160.31. County funding sources (including the North Sound Behavioral Health Organization and State funding) will provide approximately 60% of the contract amount. The City of Bellingham will provide approximately 30% and PeaceHealth Medical Center will provide approximately 10% of the contract amount. Funding for 2018 is included in our 2018 budget. 2019 funds have been authorized by the contributing partners and contracts are being processed. Supplemental budget adjustments will be submitted upon finalization of those contracts. Council approval is required as this contract exceeds $40,000.

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

Encl.
# WHATCOM COUNTY CONTRACT INFORMATION SHEET

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>85 Health</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>8550 Human Services / 855020 Mental Health</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Anne Deacon</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>SeaMar</td>
</tr>
</tbody>
</table>

**Is this a New Contract?** Yes ☒ No ☐

If not, is this an Amendment or Renewal to an Existing Contract?

**Yes ☐ No ☒**

If Amendment or Renewal, (per WCC 3.08.100 (a))

Original Contract #:

**Does contract require Council Approval?**

Yes ☒ No ☐

If No, include WCC:

(see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

**Is this a grant agreement?**

Yes ☐ No ☒

If yes, grantor agency contract number(s):

CFDA#:

**Is this contract grant funded?**

Yes ☐ No ☒

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

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

Yes ☒ No ☐

If yes, RFP and Bid number(s):

18-11

Contract Cost Center: 671200, 124100

**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):

$660,160.31

This Amendment Amount:

$ ____________________________

Total Amended Amount:

$ ____________________________

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

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

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

3. Bid or award is for supplies.

4. Equipment is included in Exhibit “B” of the Budget Ordinance

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

**Summary of Scope:** Whatcom GRACE (Ground-level Response And Coordinated Engagement) is a program designed to provide intensive care coordination services to individuals who frequently use the crisis system and law enforcement responses in ineffective ways. The goal is to reduce First Responder calls, Emergency Department visits, and jail utilization, while improving the health, well-being and stability of these individuals. This contract will establish the Hub agency that will facilitate the GRACE program.

**Term of Contract:** 16 Months

**Expiration Date:** 12/31/2019

<table>
<thead>
<tr>
<th>Contract Routing:</th>
<th>1. Prepared by: JT</th>
<th>Date: 7/13/2018</th>
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<tr>
<td></td>
<td>2. Attorney signoff: RB</td>
<td>Date: 8/15/2018</td>
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<td></td>
<td>3. AS Finance reviewed: BBennett</td>
<td>Date: 8/21/2018</td>
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<td>4. IT reviewed (if IT related):</td>
<td>Date:</td>
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<td>5. Contractor signed:</td>
<td>Date: 8-29-18</td>
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<td>6. Submitted to Exec.:</td>
<td>Date: 8-30-18</td>
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<td>7. Council approved (if necessary):</td>
<td>Date:</td>
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<td>8. Executive signed:</td>
<td>Date:</td>
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<td>9. Original to Council:</td>
<td>Date:</td>
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</tbody>
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CONTRACT FOR SERVICES AGREEMENT
Whatcom GRACE Program

SeaMar Community Health Center, hereinafter called Contractor, and Whatcom County, hereinafter referred to as County, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 8
Exhibit A (Scope of Work), pp. 9 to 13
Exhibit B (Compensation), pp. 14 to 15
Exhibit C (Certificate of Insurance) p. 16

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

The term of this Agreement shall commence on the 1st day of September, 2018, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the 31st day of December, 2019.

The general purpose or objective of this Agreement is to facilitate GRACE program care coordination 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 $660,160.31. 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 27th day of August, 2018.

CONTRACTOR:

Rogelio Riojas, SeaMar Community Health Center

STATE OF WASHINGTON

COUNTY OF King

On this 27th day of August, 2018, before me personally appeared Rogelio Riojas to me known to be the President of SeaMar Community Health Center and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

My commission expires 2/16/22
WHATCOM COUNTY:
Recommended for Approval:
Anne Deacon, Human Services Manager 8/29/18
Regina Oelphant, Department Director 8/30/18
Approved as to form:
Royce Buchanan, Prosecuting Attorney 8/30/18
Approved:
Accepted for Whatcom County:
By: 
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON )
) ss
COUNTY OF WHATCOM )

On this ______ day of __________ 2018, 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
Bellingham. My commission expires ____________________.

CONTRACTOR INFORMATION:

SeaMar Community Health Center
1040 South Henderson Street
Seattle, WA 98108
(253) 763-5277
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:
The duration of this Agreement may be 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:
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 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 an 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 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

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

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

34.1 **Proof of Insurance:**
The Contractor shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:
- Property Damage per occurrence - $500,000.00 (this amount may vary with circumstances)
- General Liability & Property Damage for bodily injury- $1,000,000.00 (this amount may vary with circumstances)

A Certificate of insurance, that also identifies the County as an additional insured, is attached hereto as Exhibit "C". This insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.

a. **Professional Liability** - $1,000,000 per occurrence:
If the professional liability insurance is a claims made policy, and should the contractor discontinue coverage either during the term of this contract or within three years of completion, the contractor agrees to purchase tail coverage for a minimum of three years from the completion date of this contract or any amendment to this contract.

34.2 **Industrial Insurance Waiver:** Not Applicable

34.3 **Defense & Indemnity Agreement:**
The Contractor agrees to defend, indemnify and save harmless the County, its elected and appointive officers and employees, from and against all loss or expense, including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property, including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, its subcontractors, its successor or assigns, or its agents, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County or its appointed or elected officials or employees. In case of damages caused by the concurrent negligence of Contractor, its subcontractors, its successors or assigns, or its agents, servants, or employees, and the County, its appointed or elected officers, employees or their agents, then this indemnification provision is enforceable only to the extent of the negligence of the Contractor, its agents, or its employees.
It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this agreement is for the benefit of the parties only and this agreement shall create no rights in any third party.

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

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

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

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

36.1 Waiver of Noncompetition: Not Applicable

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

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

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

Anne Deacon, Human Services Manager
Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
(360) 778-8064
ADeacon@co.whatcom.wa.us

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 "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at www.sam.gov. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

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 the later of either (a) ten (10) business days following discovery of the potential claim, or (b) 30 days following 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:**
Other than claims for injunctive relief brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Agreement or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, including expenses, costs and attorney fees to the prevailing party and pre-award interest, but shall not have the power to award punitive damages. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

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

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

**44.1 Survival:**
The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 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)

I. Background

Individuals with complex needs are often challenged with poor health, behavioral health disorders, and/or unstable housing or homelessness. As a result, some individuals will frequently require emergency responses from law enforcement or Emergency Medical Services (EMS). Crisis interventions are ineffective in resolving an individual’s persistent challenges. These individuals become “familiar faces” to first responder systems and require substantial support to change the pattern of excessive and inappropriate use. A thoughtful intervention plan that includes multiple service providers who coordinate their efforts can help prevent or reduce unnecessary calls to First Responders.

Whatcom GRACE (Ground-level Response And Coordinated Engagement) is a program designed to provide intensive care coordination services to individuals who frequently use the crisis system and law enforcement responses in ineffective ways. Care coordination activities are coupled with other necessary services from relevant service providers to create comprehensive intervention and care plans. The overarching GRACE program goals are to reduce First Responder calls, Emergency Department visits, arrests, and jail admissions while improving the health, well-being and stability of these individuals.

The general goals of the GRACE program are: 1) increased public safety, 2) reduced use and costs of emergency and criminal justice systems, and 3) improved health and well-being of individuals with complex needs.

GRACE community partners include, but are not necessarily limited to: the Whatcom County Health Department, law enforcement agencies, Emergency Medical Services (EMS), PeaceHealth Medical Center, the Whatcom County jail, municipalities, tribal nations, North Sound Behavioral Health Organization (BHO), and the Whatcom Alliance for Health Advancement (WAHA).

The purpose of this contract is to fund an agency to act as the Hub in a “hub and spoke” model, with the above-mentioned community partners serving as the “spokes”. The Hub agency will facilitate the development of shared care/intervention plans and provide care coordination services to an identified population of “familiar faces” in collaboration with “spoke” partners. See the attached Exhibit D, “Whatcom GRACE Design Considerations and Principles” for general program guidelines.

II. Definitions

Hub: The agency/contractor that identifies program participants, and facilitates and/or provides client engagement, intervention planning, care coordination, and program quality assurance for GRACE. The Hub will provide leadership to the community and its partners in its primary responsibility for administration of the county-wide GRACE program.

Executive Committee: Representatives from the funding entities, acting in an advisory capacity to the county and the Hub/contractor, providing guidance on goals and objectives, and expected outcomes of the GRACE program.

Familiar Faces: Individuals who use crisis systems frequently and ineffectively, often without meeting their unique, complex needs.

Leadership Team: An identified group of community leaders acting in an advisory capacity to the County and the Hub/Contractor on policies of the GRACE program.

Pathways Model: This is an evidence-based model which defines care coordination as delivering services outside of the typical boundaries of health care systems. A “pathway” is a standardized process through which at-risk individuals are identified and their needs are defined and addressed.

Program Team: An identified group of community service providers, comprised largely of “spoke” organizations at the program level acting in an advisory capacity to the County and the Contractor/Hub on GRACE practices and procedures.
Spokes: Spokes are the organizations that provide services to GRACE clients and coordinate care, to include behavioral health treatment, housing and other social services, and medical care.

III. Statement of Work

A. Program Services

The Contractor will serve as the Hub for the GRACE program. The role of the Hub is to facilitate comprehensive care coordination among spoke agencies that are providing services to GRACE clients, provide direct care coordination, facilitate the development of shared care/intervention plans, and report on identified performance and outcome measures.

Specific responsibilities of the Hub include:

1. Recruit and hire qualified staff to operate the GRACE Hub, in collaboration with the County and other funders to the extent possible and allowed by Contractor personnel policies

2. Develop policies and procedures, in collaboration with the county, that will inform and guide the GRACE program activities and expectations
   A. Policies and procedures will include guidance on client eligibility, referrals, types of services provided, shared care/intervention plans, spoke expectations and commitment of participation, data collection and tracking, and use of client flex funds/motivational incentives
   B. Educate the spoke agencies on GRACE policies and procedures and their expected role as GRACE partners

3. Assume a primary leadership role for the GRACE program in collaboration with the County

4. Make final determination on the status of an individual as a GRACE program client, in consultation with the County and other GRACE program funders during initial start-up phase

5. Participate in meetings with the Executive Committee as necessary

6. Convene and facilitate meetings of the Leadership and Program Teams as necessary, and in collaboration with the County

7. Work closely with County and other funders to establish metrics for GRACE program outcome measures

8. Educate community about the GRACE program in collaboration with the County

9. Keep County and other GRACE program funders updated on program implementation progress during first year of operation, on a schedule agreed upon between the County and Contractor

10. Ensure consistent, accurate and effective communication with multiple, diverse stakeholders as appropriate

11. Plan for and transition the WAHA Intensive Case Management program Care Coordinators' caseloads, as appropriate

12. Convene and facilitate meetings with spoke agencies focused on development, implementation, and oversight of shared care/intervention plans for individual clients of the GRACE program as necessary

13. Ensure quality shared care/intervention plans are created to meet the complex needs of GRACE clients to the greatest extent possible

14. Engage with prospective GRACE clients and encourage participation in the GRACE program

15. Facilitate and provide care coordination services to GRACE clients as needed

16. Screen and assess or arrange for assessments of GRACE clients as appropriate in an effort to develop and implement shared care/intervention plans that are responsive to identified needs

17. Monitor caseloads to ensure delivery of adequate care coordination services and make or recommend adjustments as appropriate

18. Maintain engagement and care coordination efforts with GRACE program clients and prospective clients despite their reticence for help, to the extent appropriate
19. Work with spoke agencies to create new and/or innovative strategies where existing processes or policies are inflexible or ineffective to meet the needs of the GRACE clients.

20. Arrange transportation or provide transportation for GRACE clients for necessary appointments as appropriate.

21. Provide services out of office and on-site whenever possible to best achieve the goals of the clients' shared care/intervention plans.

22. Provide medication evaluations and ongoing medication monitoring when indicated, and in off-site locations when necessary.

23. Work closely with law enforcement and EMS agencies to coordinate outreach activities to GRACE clients, to include teaming with these agencies during client contacts when appropriate.

24. Ensure appropriate staff training and supervision related to the complex challenges of GRACE clients, to include criminogenic risk factors.

25. Work with County to identify topics of training to offer to spoke agencies and the community that will support the goals and activities of the GRACE program.

26. Participate with the County in the Data Across Sectors for Health (DASH) technical assistance grant focused on multi-sector collaboration and data sharing.

27. Work with County to establish/agree upon a client data base and a reporting and communication mechanism, considering the needs for dynamic information exchange with multiple community partners.

28. Comply with 42 CFR Part 2, HIPAA rules, as well as state confidentiality rules.

29. Work with County to identify and implement billing for client services to Medicaid and other payers as eligible and appropriate.

30. Work with the County and the North Sound Accountable Community of Health (NS ACH), if the GRACE program is chosen as a pilot transformation project, to provide all required information and to promote the GRACE program.

31. Work with the County and the NS ACH in implementing use of the Pathways model if the GRACE program clients are an identified target population for this transformation project.

32. Work closely with the County to ensure that start-up costs are sufficiently funded and request timely reviews of program operation expenses.

B. Service Eligibility

The target population of the GRACE Program consists of individuals (“familiar faces”) who have frequent contact with law enforcement and emergency response systems, high use of acute care health services including behavioral health, and challenges maintaining safe and affordable housing. As a result of their frequent contacts, familiar faces make inefficient use of public resources in an attempt to meet their needs. A high percentage of the target population is Medicaid eligible or enrolled. GRACE clients may include all ages, and are not excluded because of age alone.

The Contractor will accept referrals for program admission consideration from law enforcement, EMS agencies, PeaceHealth Medical Center, Whatcom County jail, and treatment or service provider agencies. The Contractor will utilize the GRACE Executive Committee and Leadership Team as advisory bodies to assist in developing policies for prioritizing admissions to the GRACE program.

The Contractor shall coordinate with the County and Whatcom Alliance for Health Advancement (WAHA) in the disposition of all active cases currently served by the WAHA Intensive Case Management (ICM) program.

IV. Program Requirements

A. Staffing
The contractor will provide staffing sufficient to operate the GRACE program Hub. Adequate capacity for operations must include program management and supervision, accounting and performance management, care coordination, community engagement, client programming facilitation, and collaboration with the Leadership and Program teams.

Hub operations and care coordination will be provided by a multidisciplinary team of behavioral health and healthcare professionals. The Contractor shall ensure that GRACE program staff have the demonstrated ability to work with complex individuals who experience acute symptoms and lifestyle patterns that are disruptive to their health and well-being. Requirements for GRACE Hub program staff follow:

1. Recruit, hire, and employ program staff to provide Program Management, Administrative support, Care Coordination, and Community Health Worker capacity. Staff capacity to deliver medication evaluations, prescribing, monitoring, and consultation shall also be included in the staffing model.
   a. Program Management shall be provided by a staff member, up to full-time, with the demonstrated history and qualifications to manage a comprehensive program involving multiple community partners and complex clients.
   b. Care Coordination services shall be provided by no less than three (3) full-time staff members qualified to work with highly complex individuals, with specialized training in behavioral health. The County prefers that these Care Coordination staff hold a Master’s degree or higher in a behavioral health, or other relevant field. Waiver of any of the educational or professional requirements requires approval by the County and will be considered as requested by the Contractor.
   c. Community Health Worker services shall be provided by no less than one (1) full-time staff member with experience and education working with individuals with complex needs is strongly preferred.
   d. No less than four (4) staff members must carry a full caseload of approximately 20 GRACE clients each, for a total of 80 GRACE clients at any given time. Program start-up will focus on building caseloads as each staff member is hired.
   e. Administrative support for the program shall not exceed the equivalent of one (1) full-time staff member, yet can be provided with less than one full-time equivalent (FTE).
   f. Medication evaluations, prescribing, monitoring and consultation shall be provided by staff members qualified in the state of Washington to provide these services. Services will be offered as necessary and available, and within program budgetary restrictions. No more than a half FTE will be dedicated to medication evaluations, prescribing, and medication monitoring.

The Contractor will also fulfill the following requirements:

1. Provide administrative support sufficient to sustain the GRACE program functions
2. Provide office space, furniture and equipment sufficient to support the GRACE Hub, co-locating with law enforcement, EMS, etc. as appropriate
3. Provide administrative and clinical supervision of program direct service staff
4. Work with County to modify program as necessary in response to potential changes relative to the NS ACH transformation projects, Medicaid billing opportunities, information exchange, or data collection and reporting
5. Work with County to review GRACE budget as needed to ensure adequate funding support for costs when/if program modifications are made
6. Develop Memorandums of Understanding (MOUs) with EMS to delineate roles and responsibilities of coordination and collaborative efforts on behalf of GRACE clients, to be reviewed annually
7. Develop MOUs with Law Enforcement agencies to clarify roles and partnership between GRACE Care Coordination staff and law enforcement officers, to be reviewed annually
8. Develop MOUs with Spoke agencies to clarify roles and responsibilities, to be reviewed annually
9. Ensure that MOUs are fully executed within 90 days of contract start date; MOUs can be templated to an extent for ease and consistency in use
V. Reporting Requirements

The Contractor shall work in collaboration with the County and the Leadership Team to identify specific metrics for GRACE program outcomes. Expected program overarching outcomes include:

1. Reduction in jail admissions/reduction in jail bed day utilization
2. Reduction in law enforcement responses
3. Reduction in EMS responses
4. Reduction in Emergency Department visits
5. Improved health conditions of GRACE clients

The general outcomes expected of the GRACE program also include reducing the incidence of familiar faces using multiple systems inefficiently while promoting healthy behaviors among GRACE clients. As the program evolves, the Contractor in collaboration with the County and the Leadership Team will review monthly utilization data collected and then begin to set specific metrics.

The Contractor will collect baseline data on clients newly admitted to the GRACE program to include historical utilization of First Responder systems and the Emergency Department. On a monthly basis, data will be collected by individual GRACE client on current utilization of these services. The Hub organization will work closely with the County to design a reporting tool, and then submit a monthly report which will include the following data:

1. Arrests
2. Jail admissions
3. Jail bed day stays
4. First Responder calls for assistance (law enforcement and EMS)
5. Emergency Department visits.
**EXHIBIT “B”**  
**(COMPENSATION)**

I. **Budget and Source of Funding:** The source of funding for this contract in 2018 is the North Sound Behavioral Health Organization, PeaceHealth, and the Behavioral Health Fund. For calendar year 2019 funding will be provided by the Whatcom County Behavioral Health Program Fund, funds from the City of Bellingham and from the North Sound Behavioral Health Organization after their transition. For the contract period of September 1, 2018 through December 31, 2019 the funds available are in an amount not to exceed $660,160.31. The budget for this work is as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Documentation Required</th>
<th>2018 Budget</th>
<th>2019 Budget</th>
</tr>
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<tbody>
<tr>
<td><strong>Personnel Costs</strong></td>
<td></td>
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<tr>
<td>ARNP</td>
<td>GL detail</td>
<td>$ 19,067.00</td>
<td>$ 57,200.00</td>
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<td>$ 3,224.00</td>
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<td>Administration Assistant</td>
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<td><strong>Total Salary</strong></td>
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<td>Benefits</td>
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<td>$ 72,252.29</td>
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<td><strong>Total Personnel Costs</strong></td>
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<td>$ 138,998.61</td>
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<td><strong>Other Direct Costs (list):</strong></td>
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<td>Telephone/Technology/Utilities</td>
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<td>Motivational Incentives for clients</td>
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<td>Repair and Maintenance</td>
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<td><strong>TOTAL PROJECT BUDGET</strong></td>
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<td>$ 178,911.94</td>
<td>$ 481,248.37</td>
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</table>

II. **Budget, Rates, and/or Allowable Costs:**

Allowable costs are those set out in the approved budget submitted by the Contractor. Costs between line items cannot exceed 10% without prior written approval from County. Unspent monies from 2018 can be rolled over to 2019 budget with prior county approval.

During calendar year 2019, quarterly reconciliation will occur to account for Contractor reimbursement from Medicaid and state dollars from the Health Care Authority. Any costs reimbursed for these services to the Contractor from the Health Care Authority, via Managed Care Organizations (MCOs) under ESSB 6032 fund award, will not be eligible for reimbursement through this contract.

III. **Invoicing**
1. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County. The Contractor shall submit invoices including required documentation to (include contract #) HL-BusinessOffice@co.whatcom.wa.us. Monthly 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. 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.

3. 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.

4. 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.
# Certificate of Liability Insurance

**Certificate of Liability Insurance**

**Issuer:** Parker, Smith & Feek, Inc.

**Address:** 2233 112th Avenue NE

**City:** Bellevue, WA 98004

**Insured:** Sea Mar Community Health Center

**Address:** 1040 S. Henderson Street

**City:** Seattle, WA 98108

**Contact Information:**

- **Name:**
- **Phone:** 425-709-3600
- **Fax:** 425-709-7460
- **E-mail:**

**Insurer(s) Affording Coverage:**

- **Insurer A:** Physicians Insurance A Mutual Company

**Coverages:**

<table>
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<tr>
<th>Coverage Type</th>
<th>Insured</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expires Date</th>
<th>Limit</th>
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<td>General Liability</td>
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<td>300002443</td>
<td>4/1/2018</td>
<td>4/1/2019</td>
<td>Each Occurrence: $1,000,000</td>
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<td>Damage to Rented Premises: $1,000,000</td>
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<td>Med Exp (Any one person): $25,000</td>
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<td>General Aggregate: $5,000,000</td>
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<td>LOC:</td>
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<td>Automobile Liability</td>
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<td>Bodily Injury (Per Person): $</td>
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<td>Property Damage (Per Accident): $</td>
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<td>X</td>
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<td>Excess Liability</td>
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<td>4/1/2018</td>
<td>4/1/2019</td>
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<tr>
<td></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>Aggregate: $5,000,000</td>
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<tr>
<td></td>
<td>X</td>
<td></td>
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</tbody>
</table>

**Description of Operations/Locations/Vehicles:**

Whatcom County Health Department is an additional insured and coverage is primary and non-contributory on the general liability policy per the attached endorsements/forms. Waiver of subrogation applies on the general liability policy per the attached endorsements/forms.

**Certificate Holder:**

Whatcom County Health Department

509 Girard Street

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:**

**Signature:**

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)
As of the endorsement effective date until the endorsement expiration date, the designated organization shown below is an additional insured under this policy on a shared limits basis under the coverage part(s) designated below.

<table>
<thead>
<tr>
<th>ORGANIZATION NAME:</th>
<th>ENDORSEMENT EFFECTIVE DATE</th>
<th>ENDORSEMENT EXPIRATION DATE</th>
<th>PREMIUM</th>
<th>COVERAGE PART(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Whatcom County Health Department</td>
<td>4/1/2018</td>
<td>4/1/2019</td>
<td>N/A</td>
<td>D</td>
</tr>
</tbody>
</table>

With respect to the insurance afforded to this additional insured, the following is added to Section VIII. LIMITS OF INSURANCE:

The most the Company will pay on behalf of the additional insured is the amount of insurance:

1. required by the contract or agreement with the insured; or

2. available under the applicable Limits of Insurance shown in the Declarations:

   whichever is less.

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

Page 1 of 2

<table>
<thead>
<tr>
<th>Named Insured's Name &amp; Address:</th>
<th>Policy Number</th>
<th>Effective Date &amp; Expiration Date</th>
<th>Endorsement Effective Date</th>
<th>Authorized Signature:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sea Mar Community Health Center</td>
<td>300002443</td>
<td>04/01/18 - 04/01/19</td>
<td>April 1, 2018</td>
<td>Margaret C. McCleary</td>
</tr>
</tbody>
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This endorsement is subject to the declarations, conditions, exclusions and all other terms of the policy indicated above which are not inconsistent with this endorsement and forms a part of that policy when signed by an authorized representative of the company.

END420-PIHPL 123115 03/30/18 300223 003606
In addition, and only where designated as such above, the following **SPECIAL CONDITIONS** apply:

**Waiver of Subrogation:** If the **additional insured(s)** designated in the Schedule above includes a **waiver of subrogation**, the following is added to Section IX.D:

We waive any right of recovery we may have against the **additional insured** described above because of payments we make under this Policy under Coverages A, D, and/or G as described above, to the extent required under a written contract with that person or organization. The waiver applies only to the **additional insured** described above.

**Primary Non-Contributory:** If the **additional insured(s)** designated in the Schedule above includes **primary non-contributory** coverage, the following is added to Section IX.E.1:

If other insurance is available to the **additional insured** described above for a loss we cover under this Policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the **additional insured**.
August 29, 2018

Whatcom County Health Department
Attn: Anne Deacon
509 Girard Street
Bellingham WA 98225

RE: Sea Mar Community Health Centers Contract

Dear Anne Deacon,

Enclosed please find one signed copy of the above mentioned contract between Sea Mar Community Health Centers and Whatcom County Health Department. Please remit one fully executed copy of the contract addressed to:

Rogelio Riojas, President & CEO
Sea Mar Community Health Centers
1040 South Henderson Street
Seattle, Washington 98108

Should you have any questions, feel free to contact me at (206) 788-3284.

Sincerely,

Theresa Vu
Executive Assistant – Contracts
Sea Mar Community Health Centers
Phone: (206) 763-5277 | Direct: (206) 788-3284 | Fax: (206) 788-3204
theresavu@seamarchc.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>C</td>
<td>8/28/2018</td>
<td></td>
<td>9/11/18</td>
<td>Finance/Council</td>
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<tr>
<td>Division Head:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Dept. Head:</td>
<td>Office</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosecutor:</td>
<td></td>
<td>8/29/18</td>
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<tr>
<td>Purchasing/Budget:</td>
<td></td>
<td>8/29/18</td>
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<tr>
<td>Executive</td>
<td></td>
<td></td>
<td>8/31/18</td>
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</tbody>
</table>

**TITLE OF DOCUMENT:**
Request to Authorize Whatcom County Executive to sign agreement with Washington State Recreation and Conservation Office to receive matching funds to support acquisition of PDR conservation easement on the Brar property

**ATTACHMENTS:**
Memo, Funding Board Project Agreement for projects 16-1938A Whatcom County – Brar Acquisition

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

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

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

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

Washington State Recreation and Conservation Office has awarded Whatcom County $157,200.00 to apply to the costs of purchasing an agricultural conservation easement on PDR application Brar. This application has already been approved for purchase through Resolution 2017-042. Whatcom County PDR Program Administrator requests authorization for the Whatcom County Executive to sign the attached agreement with Washington State Recreation and Conservation Office to receive funds to support acquisition of a conservation easements on the Brar 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: Honorable Whatcom County Councilmembers  
    Honorable Jack Louws, Whatcom County Executive

THROUGH: Mark Personius, Director, PDS

FROM: Chris Elder, PDR Program Administrator

DATE: August 27, 2018

SUBJECT: Request approval to sign agreement with Washington State Recreation and Conservation Office Washington Wildlife and Recreation Program Farmland Preservation grant program to provide matching funds for the acquisition of an agricultural conservation easement on the Brar property through the Purchase of Development Rights (PDR) Program.

Whatcom County PDR Program staff applied to the Washington State Recreation and Conservation Office (RCO) Washington Wildlife and Recreation Program (WWRP) Farmland Preservation grant program in 2016 for several of the Purchase of Development Rights Program applications. Several of the Whatcom County applications ranked well and upon passage of the Washington State Capital Budget in 2018, a third application has been awarded matching funds to contribute towards the purchase of agricultural conservation easements on the project area. This third selected project is known as the Brar acquisition.

Representatives of the Brar property applied to the PDR Program in December of 2015 and was selected for 50% matching funds through the Natural Resource Conservation Service (NRCS) Agricultural Conservation Easement Program – Agricultural Land Easement (ACEP-ALE) in 2017. Purchase of an agricultural conservation easement on the Brar application was approved by Whatcom County Council on September 26, 2017 through Resolution 2017-042. Receipt of these matching funds through the RCO WWRP will result in Whatcom County receiving 100% of funds to purchase the easement. Whatcom County will still be responsible for paying closing costs and associated easement monitoring fees.

Request Summary
PDR Program Staff request approval for the Executive to sign the Funding Board Project Agreement for project numbers 16-1938A (Whatcom County – Brar Acquisition) to receive matching funds to support acquisition of agricultural conservation easements on the Brar property.

Please contact PDR Program Administrator Chris Elder at (360)778-5932 with any questions.
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>PDS</th>
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</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>Purchase of Development Rights/2670/267000 PDR</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Chris Elder</td>
</tr>
<tr>
<td>Contractor's / Agency Name:</td>
<td>Washington State Recreation and Conservation Office</td>
</tr>
</tbody>
</table>

**Is this a New Contract?** If not, is this an Amendment or Renewal to an Existing Contract?  Yes ☑  No ☐

If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: ________________

**Does contract require Council Approval?** Yes ☑  No ☐

If No, include WCC: ____________________________

Already approved? Council Approved Date: ____________________________

(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

**Is this a grant agreement?**

Yes ☑  No ☐

If yes, grantor agency contract number(s): 16-1938A  CFDA#: ________________

**Is this contract grant funded?**

Yes ☑  No ☐

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

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

Contract

Cost Center: 17550

**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):

$ 157,200.00

**This Amendment Amount:**

$ ________________

**Total Amended Amount:**

$ ________________

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

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

**Summary of Scope:** Request approval to sign agreement with Washington State Recreation and Conservation Office Washington Wildlife and Recreation Program Farmland Preservation grant program to provide matching funds for the acquisition of an agricultural conservation easement on the Brar property through the Purchase of Development Rights (PDR) Program.

**Term of Contract:**

1. Prepared by: BB

2. Attorney signoff:

3. AS Finance reviewed:

4. IT reviewed (if IT related):

5. Contractor signed:

6. Submitted to Exec.:

7. Council approved (if necessary):

8. Executive signed:

9. Original to Council:

**Expiration Date:** 3-1-20

**Date:**

8/28/18

8/29/18

8/29/18

Last edited 02/15/18
Funding Board Project Agreement

Project Sponsor: Whatcom County
Project Title: Whatcom County - Brar Acquisition
Project Number: 16-1938A
Approval Date: 3/29/2018

A. PARTIES OF THE AGREEMENT

This Funding Board Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and Whatcom County (Sponsor, and primary Sponsor); 322 N Commercial Suite 210, Bellingham, WA 98225, Whatcom Land Trust (Sponsor, and secondary Sponsor), 412 N Commercial St, Bellingham, WA 98225, and shall be binding on the agents and all persons acting by or through the parties. The Sponsor's Data Universal Numbering System (DUNS) Number is 06-004-4041.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application to the funding board for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity, if applicable, as provided therein), (3) enter any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Section J.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (see Section 11: PROJECT REIMBURSEMENTS).

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Farm and Forest Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the Sponsor for the project named above per the director’s authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

Whatcom County will use this grant to purchase the development rights on approximately 78 acres of prime agricultural lands, via an agricultural conservation easement. This easement will permanently extinguish approximately 14 development rights, depending on the availability of residential water. The primary benefit of this project is the preservation of working farmland in Whatcom County.

D. PERIOD OF PERFORMANCE

The period of performance begins on June 1, 2018 (project start date) and ends on March 1, 2020 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by WAC Titles 286, 420; or RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

The Sponsor has obligations beyond this period of performance as described in Section F: Long-Term Obligations.

E. STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Project Agreement are hereby incorporated by reference as part of this Agreement.

F. LONG-TERM OBLIGATIONS
For this acquisition project, the sponsor’s on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board’s conversion policy (see Section 25: Long-Term Obligations Of The Project Sponsors) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding assistance remain in the public domain in perpetuity.

G. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed $157,200.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board’s percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Dollar Amount</th>
<th>Source of Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>RCFB - WWRP - Farmland Preservation</td>
<td>46.39%</td>
<td>$157,200.00</td>
</tr>
<tr>
<td>Project Sponsor</td>
<td>53.61%</td>
<td>$181,700.00</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>100.00%</td>
<td>$338,900.00</td>
</tr>
</tbody>
</table>

H. FEDERAL FUND INFORMATION

This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.

I. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor’s application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This “Agreement” as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

J. AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO’s director or designee, unless otherwise provided for in another agreement, a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and funding board policies applicable and active and published in RCO manuals or on the RCO Website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

K. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable RCFB and/or SRFB policies published in RCO manuals or on the RCO Website as exist on the effective date of this Agreement and any amendments to this Agreement. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

L. SPECIAL CONDITIONS

None
Whatcom County

Recommended for approval

By:______________________________

Title: Whatcom County Executive

Date:____________________________

STATE OF WASHINGTON )
COUNTY OF _____________________ )

On this ______ day of ____________, 2018 before me personally appeared
__________________ to me know to be the County Executive of Whatcom County and who
executed the above instrument and who acknowledged to me the act of signing and sealing
thereof.

__________________________________________

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

My commission expires ________________

Approved as to form:

Prosecuting Attorney

Date

9-29-18
M. AGREEMENT CONTACTS
The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

<table>
<thead>
<tr>
<th>Project Contact</th>
<th>RCO - RCFB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Chris Elder</td>
<td>Kim Sellers</td>
</tr>
<tr>
<td>Title: Planner</td>
<td>Natural Resources Building</td>
</tr>
<tr>
<td>Address: 5280 Northwest Drive</td>
<td>PO Box 40917</td>
</tr>
<tr>
<td>Bellingham, WA 98226</td>
<td>Olympia, Washington 98504-0917</td>
</tr>
<tr>
<td>Email: <a href="mailto:celder@co.whatcom.wa.us">celder@co.whatcom.wa.us</a></td>
<td><a href="mailto:kim.sellers@rcro.wa.gov">kim.sellers@rcro.wa.gov</a></td>
</tr>
</tbody>
</table>

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

N. ENTIRE AGREEMENT
This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

O. EFFECTIVE DATE
This Agreement, for project 16-1938A, shall be subject to the written approval of the RCO’s authorized representative and shall not be effective and binding until the date signed by both the Sponsor and the RCO, whichever is later (effective date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: PERIOD OF PERFORMANCE are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE PROJECT AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Whatcom County

By: ____________________________ Date: ____________________________

Name: (printed) Jack Louws
Title: County Executive

Whatcom Land Trust

By: ____________________________ Date: ____________________________

Name: (printed) ____________________________
Title: ____________________________
State of Washington, Recreation Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)

By: ________________________________ Date: ________________________________

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: ________________________________ Date: October 5, 2017

Assistant Attorney General
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<td>33.</td>
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<td>ATTORNEYS’ FEES</td>
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<tr>
<td>44.</td>
<td>GOVERNING LAW/VENUE</td>
</tr>
<tr>
<td>45.</td>
<td>PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SP</td>
</tr>
<tr>
<td></td>
<td>SPONSOR</td>
</tr>
<tr>
<td>46.</td>
<td>SEVERABILITY</td>
</tr>
</tbody>
</table>
SECTION 1.  CITATIONS, HEADINGS AND DEFINITIONS

A.  Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.

B.  Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

C.  Definitions.  As used throughout this Agreement, the following terms shall have the meaning set forth below:

- acquisition project – A project that purchases or receives a donation of fee or less than fee interests in real property.  These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

- Agreement or project agreement – The document entitled “Funding Board Project Agreement” accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions of the Project Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Funding Board Project Agreement subject to any limitations on their effect.

- applicant – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.

- application – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

- Authorized Representative/Agent – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature.  This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

- Boating Infrastructure Grant (BIG) – A program administered through the United States Fish and Wildlife Service.

- C.F.R. – Code of Federal Regulations

- contractor – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

- conversion – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.
development project – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

director – The chief executive officer of the Recreation and Conservation Office or that person's designee.

education project – A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

education and enforcement project – A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

effective date – The date when the signatures of all parties to this agreement are present in the agreement.

enhancement project – 1) A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site, or 2) a project that (i) supports hatchery reform to improve hatchery effectiveness to minimize impacts to wild fish populations, (ii) ensures compatibility between hatchery production and salmon recovery programs, or (iii) supports sustainable fisheries (WAC 420.04.010).

equipment – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or $5,000 (2 C.F.R. § 200.33 (2013)).

funding board or board – The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under RCW 79A.25.110, or the Salmon Recovery Funding Board (SRFB) created under RCW 77.85.110.

grant program – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

indirect cost – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

long-term compliance period – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

long-term obligations – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

landowner agreement – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

maintenance – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation or salmon recovery.

maintenance and operation – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.
**milestone** – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

**monitoring project** – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

**monitoring and research project** – Means a project that tracks the effectiveness of salmon recovery restoration actions, or provides data on salmon populations or their habitat conditions.

**Office** – Means the Recreation and Conservation Office or RCO.

**notice of grant** – As required by RCO or another authority, a document that has been legally recorded in the county or counties where the project property is located that describes the grant funded project located on the property, the funding sources, and agencies responsible for awarding the grant.

**pass-through entity** – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

**period of performance** – The period beginning on the project start date and ending on the project end date.

**planning (RCFB projects only)** – A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.

**planning (SRFB projects only)** – A project that results in a study, assessment, project design, or inventory.

**pre-agreement cost** – A project cost incurred before the period of performance.

**primary Sponsor** – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

**project** – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

**project area, RCFB** – A geographic area that delineates a grant assisted site which is subject to project agreement requirements (WAC 286.04.010).

**project area, SRFB** – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project’s final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project (WAC 420.04.010).

**project cost** – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

**project end date** – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.
**project start date** – The specific date identified in the Agreement on which the period of performance starts.

**research project** – Means a project that studies salmon and the effectiveness of recovery restoration efforts on the population or habitat condition.

**RCO** – Recreation and Conservation Office – The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by RCW 79A.25.110 and 79A.25.150 and charged with administering this Agreement by RCW 77.85.110 and 79A.25.240.

**reimbursement** – RCO’s payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

**renovation project** – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

**restoration project** – A project that brings a site back to its historic function as part of a natural ecosystem or improving the ecological functionality of a site.

**restoration and enhancement project** – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

**RCFB** – Recreation and Conservation Funding Board

**RCW** – Revised Code of Washington

**Recreational Trails Program (RTP)** – A Federal Highways Administration grant program.

**secondary Sponsor** – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

**Sponsor** – A Sponsor is an organization that is listed in and has signed this Agreement.

**Sponsor Authorized Representative/Agent** – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**SRFB** – Salmon Recovery Funding Board

**subaward** – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in Section G: Project Funding.
**subrecipient** – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

**useful service life** – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

**WAC** – Washington Administrative Code.

**SECTION 2. PERFORMANCE BY THE SPONSOR**

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor’s proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

**SECTION 3. ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

**SECTION 4. RESPONSIBILITY FOR PROJECT**

While the funding board undertakes to assist the Sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the Sponsor. The funding board undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

**SECTION 5. INDEMNIFICATION**

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor’s agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.
Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

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

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06 or Section 30B.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

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

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW
In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

A. Nondiscrimination Laws. The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor’s noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the funding board. The Sponsor is responsible for any and all costs or liability arising from the Sponsor’s failure to so comply with applicable law.

B. Secular Use of Funds. No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.

C. Wages and Job Safety. The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

1. Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization’s management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.

D. Archaeological and Cultural Resources. RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor’s Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes’ cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe’s cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
E. Restrictions on Grant Use. No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

F. Debarment and Certification. By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' “Debarred Contractor List.”

SECTION 9. RECORDS

A. Digital Records. If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.

B. Maintenance. The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: PROJECT REIMBURSEMENTS. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

C. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor’s reports, including computer models and methodology for those models.

D. Public Records. Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per VAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(3), Sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request; and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state’s defense of such claims.

SECTION 10. PROJECT FUNDING
A. **Authority.** This Agreement is funded through a grant award from the recreation and conservation funding board per WAC 286 and/or the salmon recovery funding board per WAC 420. The director of RCO enters into this Agreement per delegated authority in RCW 79A.25.020 and 77.85.120.

B. **Additional Amounts.** The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.

C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

D. **Requirements for Federal Subawards.** Pre-Agreement costs before the federal award date in Section H: FEDERAL FUND INFORMATION are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).

E. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

**SECTION 11. PROJECT REIMBURSEMENTS**

A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section G: PROJECT FUNDING. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.

B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.

C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.

D. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:

1. All approved or required activities outlined in the Agreement are done;
2. On-site signs are in place (if applicable);
3. A final project report is submitted to and accepted by RCO;
4. Any other required documents and media are complete and submitted to RCO;
5. A final reimbursement request is submitted to RCO;

6. The completed project has been accepted by RCO;

7. Final amendments have been processed;

8. Fiscal transactions are complete, and

9. RCO has accepted a final boundary map, if requested by RCO, for which the Agreement terms will apply in the future.

10. Notice of Grant (if applicable) filed with the county lands records office and a stamped copy received by RCO.

E. Requirements for Federal Subawards: Match. The Sponsor’s matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, can be accepted as part of the Sponsor’s matching share when such contributions meet all of the following criteria:

1. Are verifiable from the non-Federal entity’s (Sponsor’s) records;

2. Are not included as contributions for any other Federal award;

3. Are necessary and reasonable for accomplishment of project or program objectives;


5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;

6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section H: FEDERAL FUND INFORMATION of this Agreement; and

7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D—Post Federal Award Requirements (2013), as applicable.

F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (Sponsor) must:

1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the Sponsor.

2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.

3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (Sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

SECTION 13. RECOVERY OF PAYMENTS

A. Recovery for Noncompliance. In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

B. Overpayment Payments. The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

C. Requirements for Federal Subawards. RCO, acting as a pass-through entity, may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME (AND FEES) AND USE OF INCOME

RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

A. Income.

1. Farm and Forest Account (Farmland and Forestland Preservation Grants). Excepted from this section is income generated and fees paid on/for properties which received funds from the Farm and Forest Account (RCW 79A.15.130).

2. Firearms and Archery Range Recreation Projects. Excepted from this section are safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).

3. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any policies adopted by the RCFB or SRFB.
B. Use of Income. Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:

1. The Sponsor's matching resources;
2. The project's total cost;
3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
5. Capital expenses for similar acquisition and/or development and renovation; and/or
6. Other purposes explicitly approved by RCO

C. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:

1. Grant program laws, rules, policies, and funding board policies;
2. Value of any service(s) furnished;
3. Value of any opportunities furnished; and
4. Prevailing range of public fees in the state for the activity involved.


SECTION 16. PROCUREMENT REQUIREMENTS

A. Procurement Requirements. If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:

1. Publish a notice to the public requesting bids/proposals for the project;
2. Specify in the notice the date for submittal of bids/proposals;
3. Specify in the notice the general procedure and criteria for selection; and
4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
5. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.
This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. Requirements for Federal Subawards.


2. For RTP subawards, Sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

SECTION 17. TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in published funding board policies, or approved by RCO in writing.

A. Discontinued Use. Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.

B. Loss or Damage. The Sponsor shall be responsible for any loss or damage to equipment.

C. Requirements for Federal Subawards. Except in the RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award or match for the award, until disposition takes place will, at a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the Federal Award Identification Number), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

4. Adequate maintenance procedures must be developed to keep the property in good condition.

5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

D. Requirements for RTP Subawards.

1. The subrecipient (Sponsor) shall follow such policies and procedures prescribed by and allowed by the State, as well as federal law and federal rules issued by the Federal Highways Administration and 2 CFR 200.
2. Sponsor may be required to pay prevailing wage rates as required by the Davis Bacon Act as amended.

SECTION 18. RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 23.C: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO’s right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in funding board policy, this Agreement, or as otherwise directed by RCO consistent with existing policies. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

A. Publications. The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

B. Signs.

1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program’s funding contribution, unless exempted in funding board policy or waived by the director; and

2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

C. Ceremonies. The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program’s funding contribution at all dedication ceremonies.

D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, Sponsors shall clearly state:

1. The fund source;

2. The percentage of the total costs of the project that is financed with federal money;
3. The dollar amount of federal funds for the project; and

4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS FOR BOATING PROJECT GRANTS

If requested by RCO, or required per state or federal law or rule with respect to any project or project element that supports recreational boating, Sponsor shall manage the project or project element per federal rules to include 2 C.F.R. Part 200, and place a United States Coast Guard (or other federal agency) logo and funding program information at the project site.

SECTION 23. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

A. Operations and Maintenance. Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted by the board and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration (WAC 286-13.130). It is the Sponsor’s sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.

B. Document Review and Approval. Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor’s responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.

1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval of the board or RCO.

C. Control and Tenure. The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise approved by the board.

D. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

SECTION 24. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project (including projects with any acquisition component):

A. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the Sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.

B. Evidence of Title. The Sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.

C. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be delivered to RCO before final payment.

D. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the Sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The Sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the funding board project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, access, and/or use the property for public purposes consistent with the funding source and project agreement. See WAC 286 or 420. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the Sponsor has acquired a perpetual easement for public purposes.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights to RCO and the state such as public access, access for compliance, and enforcement. Sponsors shall use this document when an easement or lease is being acquired under this Agreement. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The Sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; Sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
E. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended, and applicable regulations and procedures of the federal agency implementing that Act.

2. State Acquisition Policies. When state funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the Sponsor agrees to provide any housing and relocation assistance required.

F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsor must consult with RCO regarding treatment of such structures and compliance with Section 8.D Archeological and Cultural Resources.

G. Hazardous Substances.

1. Certification. The Sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(13), and certify:
   
a. No hazardous substances were found on the site, or

b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."

2. Responsibility. Nothing in this provision alters the Sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The Sponsor will defend, protect and hold harmless the State and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the Sponsor is acquiring, except to the extent, if any, that the State, its officers and agents caused or contributed to the release. The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

H. Requirements for Federal Subawards. The non-federal entity (Sponsor) must submit reports at least annually on the status of real property in which the federal government retains an interest, unless the federal interest in the real property extends 15 years or longer. In those instances where the federal interest attached is for a period of 15 years or more, the federal awarding agency or the pass-through entity (RCO), at its option, may require the Sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a federal awarding agency or RCO may require annual reporting for the first three years of a federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

B. Long-Term Obligations of SRFB Projects. Sponsor shall comply with WAC 420.

C. Perpetuity. For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by policy, program rules, or this Agreement, or approved in writing by RCO or the funding board, RCO requires that the project area continue to function as intended after the period of performance in perpetuity.

D. Conversion. The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. Also see WAC Title 286 or 420 and applicable policies. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the funding board through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon this Agreement, applicable law and RCFB/SRFB policies.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion apply only for the length of the term, unless otherwise provided in this Agreement, by funding board policy, other RCO approved written documents, or required by applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per established funding board policies, and the board or RCO may pursue such remedies as are allowed by law and board policies, and/or this Agreement.

SECTION 26. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation, or restoration project:

A. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:

1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;

2. In a reasonably safe condition for the project's intended use;

3. Throughout its estimated useful service life so as to prevent undue deterioration;

4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. Open to the public. Unless otherwise specifically provided for in the Agreement of funding board policies, and in compliance with applicable statutes, rules, and funding board policies, facilities must be open and accessible to the general public, and must:
1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.

2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.

3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a decision of the board, or by RCO in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

SECTION 27.  RECORDED NOTICE OF GRANT

At the request of RCO, Sponsor shall record a notice of grant on the property and shall submit to the RCO a recorded and registry stamped copy of such notice. The purpose of the notice of grant is to ensure that the present and future use of the facility is and shall remain subject to the terms and conditions described in this Agreement. The notice of grant shall be in a format specified by RCO.

SECTION 28.  PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate Sponsor, including any nonprofit Sponsor, shall:

A. Maintain corporate status with the state, including registering with the Washington Secretary of State’s office, throughout the Sponsor’s obligation to the project as identified in the Agreement.

B. Notify RCO before corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the Sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities, and transfer all property and assets to the successor. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the Sponsor’s obligation to the qualified successor if requirements are met.

C. Maintain sites or facilities open to the public and may not limit access to members.

SECTION 29.  PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section H: FEDERAL FUND Information:

A. Sub-Recipient (Sponsor) must comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement to include match and any in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.

B. Binding Official. Per 2 CFR 200.415, Sponsor certifies through its actions or those of authorized staff, at the time of a request for reimbursement, the following: “To the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

1. **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

2. **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

D. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities (Sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity (Sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (Sponsor) must report all suspected or reported violations to the federal awarding agency identified in Section H: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (Sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (Sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section H: Federal Fund Information.
E. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity (Sponsor) in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

F. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 C.F.R § 401.2(a) and the recipient or subrecipient (Sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient (Sponsor) must comply with the requirements of 37 C.F.R Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. **Clean Air Act (42 U.S.C. 7401-7671q,) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section H: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

H. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** By signing this Agreement, the Sponsor certifies (per the certification requirements of 31 U.S.C.) that none of the funds that the Sponsor has (directly or indirectly) received or will receive for this project from the United States or any agency thereof, have been used or shall be used to engage in the lobbying of the Federal Government or in litigation against the United States. Such lobbying includes any influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this project. Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
I. **Procurement of Recovered Materials.** A non-federal entity (Sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

J. **Required Insurance.** The non-federal entity (Sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).

K. **Debarment and Suspension (Executive Orders 12549 and 12689).** The Sponsor must not award a contract to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

L. **Conflict of Interest.** Sponsor agrees to abide by the conflict of interest policy and requirements of the federal funding agency established pursuant to 2 C.F.R 200.

### SECTION 30. PROVISIONS FOR BOATING INFRASTRUCTURE GRANTS

A. **Use of Sport Fish Restoration Logo.** Per 50 CFR 86 Sec 75 and 76, the user of the logo must indemnify and defend the United States and hold it harmless from any claims, suits, losses, and damages from; any allegedly unauthorized use of any patent, process, idea, method, or device by the user in connection with its use of the logo, or any other alleged action of the user; and any claims, suits, losses, and damages arising from alleged defects in the articles or services associated with the logo. No one may use any part of the logo in any other manner unless the United States Fish and Wildlife Service’s Assistant Director for Wildlife and Sport Fish Restoration or Regional Director approves in writing.

### SECTION 31. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

A. **Liability Insurance.** The Sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it carries, or shall procure a new policy of liability insurance, in a total coverage amount the Sponsor deems adequate to ensure it will have resources to pay successful claims of people who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars ($1,000,000) for the death of, or injury to, each person.

B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
C. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the Sponsor's obligation to the project as identified in this Agreement in Section F. LONG-TERM OBLIGATIONS.

D. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the Sponsor.

E. **Government Agencies.** The requirement of Subsection A through D above shall not apply if the Sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.

F. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the Sponsor, or others, for any and all remedies that may be available by law.

**SECTION 32. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY**

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "LWCF Grant Agreement General Provisions" are made part of this Agreement and incorporated herein. The Sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the Sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

**SECTION 33. PROVISIONS FOR FARM AND FOREST ACCOUNT PROJECTS (FARMLAND AND FORESTLAND PRESERVATION PROJECTS ONLY)**

The following sections will not apply to Farmland and Forestland Preservation Projects if covered separately in a recorded RCO approved Agricultural Conservation Easement, or Forest Conservation Easement (or other method):

A. Section 15 - Income and Income Use;

B. Section 19 - Stewardship and Monitoring;

C. Section 21 - Acknowledgement and Signs;

D. Section 24 -- Provisions Applying To Acquisition Projects, Sub-sections D, F, and G;

E. Section 25C -Perpetuity; and

F. Section 26 -- Construction, Operation, Use and Maintenance of Assisted Projects.

**SECTION 34. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY**

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.
SECTION 35. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded in part or wholly from the Puget Sound Acquisition and Restoration program.

The Sponsor agrees to the following terms and conditions:

A. Cost Principles/Indirect Costs For State Agencies. GRANT RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the US Environmental Protection Agency’s General Terms and Conditions “Indirect Cost Rate Agreements,” if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

B. Credit and Acknowledgement. In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: “This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.” This requirement is for the life of the product, whether during or after the Agreement period of performance.

C. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ http://www.usfa.dhs.gov/applications/hotel to see if a property is in compliance or to find other information about the Act.

D. Drug Free Workplace Certification. Sub-recipient (Sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E.

E. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term “management fees or similar charges” refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs that are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except for the extent authorized as a direct cost of carrying out the scope of work.

F. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor), if any. Sub-recipient (Sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement:

“‘You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees’ employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award.’”

The sub-recipient (Sponsor), and all sub-awardees of sub-recipient (Sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.
The federal agency funding this Agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

G. **Lobbying.** The chief executive officer of this recipient agency (Sponsor) shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States, unless authorized under existing law. The recipient (Sponsor) shall abide by its respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the United States, or for lobbying or other political activities.

The Sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding $100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any Sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure.

All contracts awarded by Sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, or that it is a non-profit organization described in Section 501(c)(4) of the code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

H. **Reimbursement Limitation.** If the Sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the Sponsor for costs incurred in excess of the RCO approved budget.

I. **Disadvantaged Business Enterprise Requirements.** The Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.

J. **Minority and Women's Business Participation.** Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for purchase or agreement and are as follows:

- Purchased Goods 8% MBE 4% WBE
- Purchased Services 10% MBE 4% WBE
- Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and Sponsor and ALL prospective bidders or people submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women’s businesses on solicitation lists.
2. Assure that qualified minority and women’s business are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women’s businesses.

4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women’s businesses.

5. Use the services and assistance of the State Office of Minority and Women’s Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

K. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;

2. $3,000 or more is included for supplies; or

3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as

4. Described in items (a) and (b)

When completing the form, recipients (Sponsors) should disregard the quarterly and semi-annual boxes in the reporting period Section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (Sponsors) with funds budgeted for non-supply procurement and/or $3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in Section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the Sponsor’s region. Contact information can be found at http://www.epa.gov/osbp/contactpage.htm. The coordinators also can answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the Sponsor must submit a final MBE/WBE report. Non-compliance may impact future competitive grant proposals. The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program’s Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

L. Procurement involving an EPA Financial Assistance Agreement. Pursuant to 40 C.F.R. § 33.301, the Sponsor agrees to make the following six good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (Sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government Sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government Sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when an agreement is too large for one of these firms to handle individually.

5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.

6. If the Sponsor awards subcontracts, require the Sponsor to take the steps in paragraphs (a) through (e) of this section.

M. **Lobbying & Litigation.** By signing this Agreement, the Sponsor certifies that none of the funds received from this Agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this Sponsor agency shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Sponsor shall abide by its respective Attachment in 2 C.F.R. Part 200, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding $100,000, EPA requires the following certification and disclosure forms:


3. Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

N. **Payment to Consultants.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients (Sponsors) or by a recipients' (Sponsor's) contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with his/her normal travel reimbursement practices).

Subagreements with firms for services that are awarded using the procurement requirements in 40 C.F.R. Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient (Sponsor) with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 C.F.R. § 30.27(b) or 40 C.F.R. § 31.369(i), as applicable, for additional information.

As of January 1, 2014, the limit is $602.24 per day $75.28 per hour.
O. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

P. International Travel (Including Canada). All International Travel must be approved by the US Environmental Protection Agency’s Office of International and Tribal Affairs (OITA) BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your Partnership Project manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can submit a request to the EPA Project Officer if they approve of such travel.

Q. Unliquidated Obligations (ULO). Sub-recipients, and all sub-awardees of Sub-Recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

SECTION 36. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

1. Federal law and binding executive orders;
2. Code of federal regulations;
3. Terms and conditions of a grant award to the state from the federal government;
4. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
5. State law (constitution, statute);
6. Washington Administrative Code;
7. Funding board or RCO policies.

SECTION 37. LIMITATION OF AUTHORITY

Only RCO’s Director or RCO’s delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

SECTION 38. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director’s designee, and attached as an amendment to the original Agreement.

SECTION 39. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH
The funding board and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 40. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement and/or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

SECTION 41. TERMINATION AND SUSPENSION

The funding board and RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause.

1. The funding board or the director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:

   a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;

   b. If the Sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or

   c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;

2. Prior to termination, the RCO or the funding board shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director or board approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.

3. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1. The Sponsor was not in default; or

2. Failure to perform was outside Sponsor's control, fault or negligence.
C. Rights of Remedies of the RCO.

1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

2. In the event this Agreement is terminated by the funding board or director, after any portion of the grant amount has been paid to the Sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO’s obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

1. Suspension: The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

SECTION 42. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party’s request for a dispute hearing must be in writing and clearly state:

A. The disputed issues;

B. The relative positions of the parties;

C. The Sponsor’s name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board’s chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.
Request for a dispute hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 43. ATTORNEYS’ FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 44. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SECTION 45. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (which includes the State of Washington for purposes of this Agreement) and a federally recognized Indian Tribe, the following terms and conditions apply, but only between those parties:

A. Notwithstanding the above venue provision, if the State of Washington intends to initiate legal action against a federally recognized Indian tribe relating to the performance, breach, or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such an action in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such action in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court, or such other superior court where venue is proper, if not proper in Thurston County. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the State may bring suit in Thurston County Superior Court or such other superior court where venue is proper, if not proper in Thurston County.

B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such actions under subsection A above, shall be binding and enforceable on the parties. Any money judgment or award against a Tribe, tribal officers, or employees, or the State of Washington, its agencies, or its officers and employees may exceed the amount of funding awarded under this Agreement.

C. As requested by RCO, the Tribe shall provide to RCO its governing requirements and procedures for entering into Agreement with RCO and waiving its sovereign immunity. In addition, the tribe shall provide to RCO all authorizations the Tribe requires to authorize the person(s) signing the Agreement on the Tribe’s behalf to bind the Tribe and waive the Tribe’s sovereign immunity as provided herein.
D. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purposes of allowing the State to bring and prosecute to completion such actions relating to the performance, breach, or enforcement of this Agreement as provided in subsection A above, and to bring actions to enforce any judgment arising from such actions. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys’ fees.

For purposes of this provision, the State includes the funding board, the RCO, and any other state agencies as the term “agency” is broadly understood to include, but not be limited to, departments, commissions, boards, divisions, bureaus, committees, offices, councils, societies, etc.

SECTION 46. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.
Eligible Scope Activities

Project Sponsor: Whatcom County
Project Title: Whatcom County - Brar Acquisition
Program: WWRP - Farmland Preservation
Project Number: 16-1938
Project Type: Acquisition
Approval: 3/29/2018

Project Metrics

Project Planning
Site Stewardship Plan (yes/no): Yes

Acquisition Metrics

Property: Brar (Worksite #1, Whatcom County)

Real Property Acquisition
Farmland easement

Acres by Acreage Type (Farmland):
- Lake: 0.00
- Tidelands: 0.00
- Riparian: 5.00
- Uplands: 66.00
- Wetlands: 7.00

Number of development rights acquired: 14
Number of development rights retained: 1
Number of building envelopes within the easement area: 1
Structures that lie within the building envelopes: Barn, Residence, Shed
Percent of impervious surface: 1.80
Select the water rights associated with this property: Certificate, Surface

Incidentals
- Appraisal
- Appraisal Review
- Baseline Documentation
- Closing, Recording, Taxes, Title
- Survey (Acq)

Administrative Costs (Acq)
- Administrative costs (Acq)
### Milestone Report By Project

**Project Number:** 16-1938 A  
**Project Name:** Whatcom County - Brar Acquisition  
**Sponsor:** Whatcom County of  
**Project Manager:** Kim Sellers

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<th>Milestone</th>
<th>Target Date</th>
<th>Comments/Description</th>
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<td>Purchase Agreement Signed</td>
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**X** = Milestone Complete  
**!** = Critical Milestone
**WHATCOM COUNTY COUNCIL AGENDA BILL**

**CLEARANCES**

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<th>Originator:</th>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
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**Purchasing/Budget:**

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**Executive:**

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<td>KJ</td>
<td>8/31/18</td>
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**TITLE OF DOCUMENT:**

Request to Authorize Whatcom County Executive to sign agreements with Natural Resource Conservation Service to receive matching funds to support acquisition of agricultural conservation easements on the VanderWerff, McLeod, & Roper properties.

**ATTACHMENTS:**

Memo, Agreement for funding from NRCS numbered 68-0546-18-010

**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.)

The Natural Resource Conservation Service has awarded Whatcom County matching funds to apply to the costs of purchasing agricultural conservation easements on PDR applications VanderWerff, McLeod, & Roper through the Agricultural Conservation Easement Program - Agricultural Land Easements (ACEP-ALE). These awards represent ACEP-ALE applications awarded for 2018. PDR Program Administrator requests Council authorize County Executive to sign the attached agreements 68-0546-18-010 to receive reimbursements funds after completion of agricultural conservation easements on PDR applications listed above. This grant award represents a total of $260,000.

**COMMITTEE ACTION:**

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

**COUNCIL ACTION:**

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

TO: Honorable Whatcom County Councilmembers
Honorable Jack Louws, Whatcom County Executive

THROUGH: Mark Personius, Director, PDS

FROM: Chris Elder, PDR Program Administrator

DATE: August 27, 2018

SUBJECT: Request approval to sign agreement with Natural Resource Conservation Service (NRCS) to provide matching funds for the acquisition of agricultural conservation easements on three (3) applications stewarded through the Purchase of Development Rights (PDR) Program.

Whatcom County PDR Program staff applied to the Natural Resource Conservation Service’s (NRCS) Agricultural Conservation Easement Program – Agricultural Land Easement (ACEP-ALE) grant program in 2018 for several of the Purchase of Development Rights Program applications. The Whatcom County applications ranked well and have been awarded matching funds to contribute towards the purchase of agricultural conservation easements on the project area. The selected projects are known as the VanderWerff, Roper, and McLeod acquisitions.

These 3 properties have been selected for 50% matching funds through the Natural Resource Conservation Service (NRCS) Agricultural Conservation Easement Program – Agricultural Land Easement (ACEP-ALE) in the 2018 grant round. VanderWerff, Roper, and McLeod have all been approved for appraisal and will return to Council for final approval to purchase at a later date. Receipt of these matching funds through the NRCS ACEP-ALE will result in Whatcom County receiving 50% of funds to purchase easements on McLeod, Roper and VanderWerff. McLeod and Roper may also receive 50% funding through the Washington State Recreation and Conservation Office at a later date. Whatcom County will still be responsible for paying closing costs and associated easement monitoring fees on all easements.

Request Summary
PDR Program Staff request approval for the Executive to sign the agreement for award number 68-0546-18-010 with Natural Resource Conservation Services of the United States Department of Agriculture on behalf of the Commodity Credit Corporation to receive matching funds to support acquisition of agricultural conservation easements on PDR applications VanderWerff, Roper, and McLeod. These agreements represent $260,000 that will be reimbursed as each easement is closed.

Please contact PDR Program Administrator Chris Elder at (360)778-5932 with any questions.
### WHATCOM COUNTY CONTRACT INFORMATION SHEET

**Originating Department:** PDS  
**Division/Program:** Purchase of Development Rights/2670/267000 PDR

**Contractor or Grant Administrator:** Chris Elder  
**Contractor's / Agency Name:** Natural Resources Conservation Service (NRCS)

<table>
<thead>
<tr>
<th>Is this a New Contract?</th>
<th>Yes ☒ No ☐</th>
<th>If not, is this an Amendment or Renewal to an Existing Contract?</th>
<th>Yes ☐ No ☐</th>
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<tr>
<td>If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:</td>
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| Does contract require Council Approval? | Yes ☒ No ☐ | If No, include WCC: | |
|----------------------------------------|------------|---------------------||
| Already approved? Council Approved Date: | | | |

<table>
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<tr>
<th>Is this a grant agreement?</th>
<th>Yes ☒ No ☐</th>
<th>If yes, grantor agency contract number(s):</th>
<th>68-0546-18-010</th>
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<td>CFDA#:</td>
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<tr>
<th>Is this contract grant funded?</th>
<th>Yes ☒ No ☐</th>
<th>If yes, Whatcom County grant contract number(s):</th>
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<tr>
<th>Is this the result of a RFP or Bid process?</th>
<th>Contract</th>
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<tr>
<td>Yes ☒ No ☐</td>
<td>If yes, RFP and Bid number(s):</td>
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<td>Cost Center:</td>
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<thead>
<tr>
<th>Is this agreement excluded from E-Verify?</th>
<th>No ☐ Yes ☒</th>
<th>If no, include Attachment D Contractor Declaration form.</th>
</tr>
</thead>
</table>

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.

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<tr>
<th>Contract Amount: (sum of original contract amount and any prior amendments):</th>
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<tr>
<td>This Amendment Amount:</td>
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<tr>
<td>Total Amended Amount:</td>
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**Summary of Scope:** Request approval to sign agreement with Natural Resource Conservation Service (NRCS) to provide matching funds for the acquisition of agricultural conservation easements for McLeod, Roper, Vanderwerff.

<table>
<thead>
<tr>
<th>Term of Contract:</th>
<th>Expiration Date:</th>
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<tbody>
<tr>
<td>8-31-21</td>
<td>8-29-18</td>
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</table>

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

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

**Last edited 02/15/18**

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NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number: 68-0546-18-010
2. Amendment No.: 3. Award/Project Period:
   Date of final NRCS signature-8/31/2021
4. Type of Award Instrument: Cooperative

5. Agency: Natural Resources Conservation Service (NRCS)
   (Name and Address)
   NRCS-Washington State Office
   316 W. Boone Ave., Suite 450
   Spokane, WA 99201

6. Recipient Organization: (Name and Address)
   Whatcom County, 5280 Northwest Drive
   Bellingham, WA 98226
   DUNS: 060044641
   EIN: 91-6001383

7. NRCS Program Contact:
   Kreft, Dave
dave.kreft@wa.usda.gov

8. NRCS Administrative Contact:
9. Recipient Program Contact:
   Chris Elder 360-778-5932
10. Recipient Administrative Contact:
    Chris Elder 360-778-5932

11. CFDA Number: 12. Authority
    10.931 ACEP
    Section 2301 of the Agricultural Act of 2014
    (Public Law 113-79)

13. Type of Action: New Agreement
14. Project Director:

15. Project Title/Description:
    ACEP-ALE FY18 - NEST# 540546180102G
    Complete agreement includes this NRCS-ADS-093 (NOA) and attachments: A-Statement of Work, Attachment X-SOW & Y GTC & A-List of Land Easement Parcels

16. Entity Type: Profit Nonprofit Higher Education Federal State/Local Indian/Native American
   Other

17. Select Funding Type:
   - Federal
   - Non-Federal
   Original Funds Total: $260,000.00
   Additional Funds Total: $260,000.00
   Grand Total: $260,000.00

18. Accounting and Appropriation Data
   Financial Code: NR_BY_ACEA.53-1Q20-15
   Amount: $260,000.00
   Fiscal Year: 2018
   Treasury Symbol: 12X1004

19. APPROVED BUDGET
   Personnel $ Fringe Benefits $ Travel $ Equipment $ Supplies $ Contractual $ Construction $ Other $520,000.00
   Total Direct Cost $520,000.00
   Total Indirect Cost $ Total Non-Federal Funds $260,000.00
   Total Federal Funds Awarded $260,000.00
   Total Approved Budget $520,000.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.
NOTICE OF GRANT AND AGREEMENT AWARD

<table>
<thead>
<tr>
<th>Award Identifying Number</th>
<th>Amendment No.</th>
<th>Award/Project Period</th>
<th>Type of Award Instrument</th>
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<tr>
<td>68-0546-18-010</td>
<td></td>
<td>Date of final NRCS signature-8/31/2021</td>
<td>Cooperative</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Title of Authorized Government Representative</th>
<th>Signature</th>
<th>Date</th>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Title of Authorized Recipient Representative</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jack Louws County Executive</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).
Whatcom County

Recommended for approval

By: ____________________________

Title: Whatcom County Executive

Date: __________________________

STATE OF WASHINGTON )
COUNTY OF __________________________

On this ______ day of ____________ , 2018 before me personally appeared
__________________________ to me know to be the County Executive of Whatcom County and who
executed the above instrument and who acknowledged to me the act of signing and sealing
thereof.

________________________________________

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

________________________________________

My commission expires __________________

Approved as to form:

Prosecuting Attorney ____________________ Date _____________
INSTRUCTIONS FOR NOTICE OF GRANT/AGREEMENT AWARD

1. Award Identifying Number:
   Agreement number
2. Amendment No.:
   Amendment number (if applicable)
3. Award/Project Period:
   Start and end date of project
4. Type of Award Instrument:
   Cooperative, Grant, or Contribution
5. Agency:
   Name, Address, City, State, ZIP Code
6. Recipient Organization:
   Name, Address, City, State, ZIP Code, DUNS (Data Universal Numbering System), and EIN (employee identification number)
7. NRCS Program Contact:
   Name and contact information of person to be contact on matters involving the programmatic aspects of the agreement
8. NRCS Administrative Contact:
   Name and contact information of person to be contact on matters involving the administrative aspects of the agreement
9. Recipient Contact:
   Name and contact information of person to be contact on matters involving the technical aspects of the agreement
10. Recipient Administrative Contact:
    Name and contact information of person to be contact on matters involving the administrative aspects of the agreement
11. CFDA Number:
    The Catalog of Federal Domestic Assistance number under which assistance is requested
12. Authority:
    Authority under which the agreement is entered into
13. Type of Action:
    Select one type of action:
    i. New Agreement.—Agreement awarded for the first time
    ii. Amendment/Revision.—Any change in financial obligation or deliverables
    iii. Extension.—Extend performance period
14. Project Director:
    Name and contact information of project director or principal investigator (if applicable)
15. Project Title/Description:
    Brief description of the purpose of the agreement
16. Entity type:
    Type of recipient
17. Funding:
    Federal amount of the award and the non-Federal to be contributed to the project
18. Accounting/Appropriation Date:
    Provide the following:
    i. Financial Code.—Accounting classification code
    ii. Amount.—Self explanatory
    iii. Fiscal Year.—Self explanatory
    iv. Treasury symbol.—Self explanatory
19. Approved Budget:
    Totals for each budget category
STATEMENT OF WORK
to
COOPERATIVE AGREEMENT
between
THE COMMODITY CREDIT CORPORATION
and the
Whatcom County
for the
AGRICULTURAL CONSERVATION EASEMENT PROGRAM
AGRICULTURAL LAND EASEMENTS

This Cooperative Agreement is entered into by and between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), on behalf of the Commodity Credit Corporation (CCC), and the (Whatcom County) (hereinafter, whether singular or plural, ENTITY) for the purchase of agricultural land easements under the Agricultural Conservation Easement Program (ACEP-ALE). The CCC will utilize the expertise and services of NRCS to perform its duties identified in this Cooperative Agreement. The term “Parties” as used herein refers collectively to NRCS and the ENTITY.

I. AUTHORITY

NRCS enters this Cooperative Agreement under the authorities of the Commodity Credit Corporation Charter Act, 15 U.S.C. Section 714 et seq.; the Agricultural Conservation Easement Program, subtitle H of title XII of the Food Security Act of 1985, 16 U.S.C. Section 3865 et seq.; and the Federal Grant and Cooperative Agreement Act of 1977, 31 U.S.C. Section 6304 et seq. This Cooperative Agreement will be administered in accordance with the policies and procedures set forth in the ACEP regulation (7 CFR Part 146B) and uniform regulation for grants and agreements in 2 CFR Parts 25, 170, 200, and 400.

Whatcom County enters this Cooperative Agreement under the authorities of Section 501(c)(3) and 170(h) of the Internal Revenue Code, and also qualified as a nonprofit nature conservancy corporation under RCW 64.04.130 and RCW 84.34.250.

This Cooperative Agreement stipulates the terms and conditions under which NRCS will provide ACEP cost-share assistance to the ENTITY. The ENTITY has signed the Notice of Grant and Agreement Award acknowledging that the award is subject to the terms and conditions of this Cooperative Agreement and all applicable laws, regulations, and policy.

THEREFORE, the Parties agree to enter into this Cooperative Agreement to purchase agricultural land easements from eligible landowners (Grantors) to protect the agricultural use, future viability, and related conservation values of eligible land by limiting nonagricultural uses of that land or to protect grazing uses and related conservation values by restoring and conserving eligible land. The Parties have identified these eligible lands on attachments to this Cooperative Agreement as Parcels, here in referred to collectively as “Parcels” or individually as “Parcel.”

III. OBLIGATION OF FUNDS

A. Upon execution of this Cooperative Agreement, NRCS will make cost-share assistance available up to the amount specified on the Notice of Grant and Agreement Award for the acquisition by the ENTITY of agricultural land easements on the funded Parcels listed on attachments to this Cooperative Agreement. To receive this cost share, the ENTITY must purchase the agricultural land easement and request payment of the NRCS cost share in accordance with section VII of this Cooperative Agreement.

B. NRCS may make additional cost-share assistance available in future fiscal years through the execution of mutually acceptable amendments to this Cooperative Agreement that identify the additional cost-
share assistance amount, the additional funded Parcels, and the terms and conditions of the funding if different from the terms and conditions identified herein, as provided in section IX.D.

C. Upon mutual agreement of the Parties and execution of an amendment, as provided in section IX.D, NRCS may allow substitution of Parcels at any time, provided the Parcels are of comparable conservation value as determined by NRCS.

D. This Cooperative Agreement will be for a term of at least 3 years and not to exceed 5 years. The ENTITY must meet each performance schedule deadline in Table 1. The “Closing Deadline” or “Payment Request Deadline” may be extended for up to one consecutive 12-month period from the date identified in the performance schedule for the individual attachment if the ENTITY requests and NRCS approves an extension in writing prior to the original deadline. The “Attachment Expiration Deadline” identified in the performance schedule below and on the corresponding notice of award for the individual attachment cannot be extended. Should the ENTITY not meet the Performance Schedule deadlines, NRCS may release any remaining funds from this Cooperative Agreement.

<table>
<thead>
<tr>
<th>FY of Fund Obligation (Attachment)</th>
<th>Attachment Listing Parcels</th>
<th>Closing Deadline</th>
<th>Payment Request Deadline</th>
<th>Attachment Expiration Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>A</td>
<td>March 31, 2020</td>
<td>July 31, 2020</td>
<td>August 31, 2021</td>
</tr>
</tbody>
</table>

E. Nothing in this document obligates NRCS or the ENTITY to purchase all or any of the agricultural land easement Parcels listed in the attachments.

IV. FEDERAL SHARE

Based on a determination by NRCS that the ENTITY has satisfied the terms and conditions of this agreement, NRCS will pay the ENTITY a cost-share amount for the purchase of each agricultural land easement acquired by the ENTITY. The Federal share will not exceed 50 percent of the fair market value of the agricultural land easement as determined using one of the methods set forth in 7 CFR Section 1468.24. The payment of the Federal share for the purchase of an agricultural land easement on a parcel owned by a legal entity, general partnership, or joint venture will be reduced by an amount commensurate with the direct or indirect ownership interest in the legal entity, general partnership, or joint venture of each person or legal entity determined to have an average adjusted gross income that exceeds the limitation provisions of 7 CFR Part 1400, Subpart F.

V. COOPERATING ENTITY’S CONTRIBUTION

A. The ENTITY must contribute an amount for the easement purchase at least equivalent to the Federal share. The ENTITY may include as part of its contribution a charitable donation or qualified conservation contribution (as defined by section 170(h) of the Internal Revenue Code of 1986) from the eligible landowner if the ENTITY contributes its own cash resources in an amount that is at least 50 percent of the amount contributed by NRCS. If the NRCS State Conservationist has waived a portion of the ENTITY cash contribution requirement for individual projects of special significance, the Parcels receiving the waiver must be identified in the attachment and the ENTITY must provide a copy of the approved waiver at the time payment is requested.

B. The ENTITY must self-certify on NRCS Form 230, “Confirmation of Matching Funds” (exhibit 4), that the ENTITY’s contribution of its own cash resources has not come from additional donations, payments, loans, or fees made by or charged to the Grantor (landowner) of the agricultural land easement, immediate family members, or organizations controlled by or funded by the Grantor (landowner), either through formal or informal agreements. The ENTITY must provide a completed NRCS Form 230 to NRCS for a Parcel prior to the closing or an advance of funds for that Parcel.
VI. PAYMENTS

A. The ENTITY must meet the terms and conditions set forth in this agreement and provide NRCS with the items identified in this section and section VII in order to receive the Federal share for a Parcel.

B. The ENTITY may request payment of the Federal share as reimbursement after closing or as an advance payment prior to closing of an agricultural land easement on a Parcel.

C. To obtain reimbursement or an advance payment of the Federal share, the ENTITY must submit the Form SF-270 (Request for Advance/Reimbursement of Funds (exhibit 5)), the SF-270 supplement for noncertified eligible entities (exhibit 6), and the information and documentation required by the supplement to the NRCS contact named on the Notice of Grant and Agreement Award. The ENTITY may submit the Form SF-270 payment request package—
   1. 60 days prior to the planned closing date when a payment is to be issued at closing (advance payment);
   2. After the agricultural land easement has been recorded and the landowners have been paid (reimbursement); or
   3. On a quarterly basis for each quarter that agricultural land easements have been recorded and the landowners have been paid (reimbursement).

D. ENTITY must maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS) and meet the System for Award Management (SAM) registration requirements or successor registry for the duration of this Cooperative Agreement.

E. NRCS will disburse payment following receipt of a fully complete and correct SF-270 payment request package from the ENTITY within 30 days if the Federal share for the individual easement is less than $250,000 and within 60 days if the Federal share for the individual easement is $250,000 or greater.

F. If NRCS provides an advance payment, the ENTITY must obtain a receipt for the Federal funds from the closing agent and provide it to NRCS prior to closing. The ENTITY must ensure the closing agent does not hold the Federal funds in escrow for more than 30 calendar days. If closing does not occur within 30 calendar days of receipt of the advance payment, the ENTITY must ensure the Federal funds and any interest earned on those funds while in escrow are returned to NRCS by the 31st calendar day. The ENTITY must ensure that the Federal funds are fully insured while held in escrow.

VII. RESPONSIBILITIES

A. ENTITY Responsibilities:

1. ENTITY will purchase agricultural land easements on eligible land from eligible landowners for the Parcels identified on the attachments to this Cooperative Agreement consistent with the requirements identified herein. ACEP agricultural land easements are conservation easements conveyed for the purpose of protecting natural resources and the agricultural nature of the land. The landowner is identified as the Grantor under the terms of the agricultural land easement deed. The ENTITY must notify NRCS as soon as possible if there is a change in landownership after the parcel is identified as selected for funding and prior to closing on the easement.

2. ENTITY must ensure that the agricultural land easements acquired with funds made available under this Cooperative Agreement and the agricultural land easement deeds satisfy the following requirements:
   a. Contain the “Minimum Terms for the Protection of Agricultural Use”, attached to this Cooperative Agreement as exhibit 7 (ALE Minimum Deed Terms). The ENTITY is authorized to use its own terms and conditions in the agricultural land easement deeds so long as the ENTITY’s additional language does not alter or defeat the intent, purpose, or effective enforcement by the Parties of the ALE minimum deed terms, the Agricultural Conservation Easement Program, or the agricultural land easements acquired under this Cooperative Agreement;
   b. Address all of the regulatory deed requirements identified at 7 CFR Section 1468.25(d);
c. Address the disposition of the agricultural land easement and the Federal share in the event the agricultural land easement is ever extinguished, terminated, or condemned in whole or in part;
d. Are conveyed for the purpose of protecting natural resources and the agricultural nature of the land;
e. Run with the land in perpetuity or, where State law prohibits a permanent easement, for the maximum duration allowable under State law;
f. Protect the agricultural use, future viability, and related conservation value of the Parcels by limiting nonagricultural uses of that land or protect grazing uses and related conservation values by restoring and conserving eligible land, including grasslands of special environmental significance;
g. Provide for the administration, management, and enforcement of the agricultural land easement by the ENTITY or its successors and assigns;
h. Permit effective enforcement of the conservation purposes of such easements; and
i. Subject the Parcel to an agricultural land easement plan that meets the requirements of this section.

3. The ENTITY has the following three options for ensuring that the agricultural land easement deed contains the ALE Minimum Deed Terms required in paragraph VII.A.2 above:

a. Attach the ALE Minimum Deed Terms Addendum as an Exhibit to the Agricultural Land Easement Deed. Under this option the ENTITY does not need to have the entire agricultural land easement deed reviewed by NRCS, instead NRCS at the State level will verify prior to the ENTITY requesting an advance of the Federal share or closing on an agricultural land easement that the ENTITY satisfies all of the following requirements:
   (i) The ALE Minimum Deed Terms addendum is signed by the landowner and the ENTITY and will be attached to the agricultural land easement deed at the time of closing and recordation;
   (ii) The terms of the ALE Minimum Deed Terms addendum are not modified; and
   (iii) The paragraph below is inserted at the bottom of the agricultural land easement deed:
       This Agricultural Land Easement is acquired with funds provided, in part, by the Agricultural Conservation Easement Program, (ACEP). The EXHIBIT _____ is attached hereto and incorporated herein by reference and will run with the land in perpetuity (or for the maximum duration allowed under applicable State laws). As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT _____ is and will remain subject to the terms and conditions described forthwith in this Addendum entitled Minimum Terms For The Protection Of Agricultural Use in EXHIBIT _____ that is appended to and made a part of this easement deed.

b. Incorporate the ALE Minimum Deed Terms into the Body of the Agricultural Land Easement Deed. Under this option, the ENTITY must ensure the terms as stated in in the ALE Minimum Deed Terms addendum are included in the body of the agricultural land easement deed. The ALE Minimum Deed Terms may be formatted to select options where instructed, conform terms to deed formatting, complete terms with required information, and delete instructions to drafters. Each individual agricultural land easement deed must be reviewed and approved by NRCS National Headquarters prior to the ENTITY requesting an advance of the Federal share or closing on an agricultural land easement.

c. Entity Agricultural Land Easement Deed Template Approved by NRCS. Upon mutual agreement of the Parties, the Cooperative Agreement may include at the time the agreement is executed, or be amended to replace or supplement the attached exhibit 7, an NRCS National Headquarters-approved agricultural land easement deed template to be used for every Parcel listed on attachments to this Cooperative Agreement. The terms and conditions of the agricultural land easement deed template must contain the ALE minimum deed terms and must be approved by NRCS NHQ in advance of the execution of the Cooperative Agreement or an amendment thereto.

NRCS Representative Initial __________

Entity Representative Initial __________
If the **ENTITY** uses the approved NRCS NHQ-approved deed template without changing any terms or conditions, then the **ENTITY** is not required to obtain NRCS NHQ review and approval of the individual, final agricultural land easement deeds. NRCS at the State level will verify prior to the **ENTITY** requesting an advance of the Federal share or prior to closing on an agricultural land easement that the individual, final agricultural land easement deed is the same as the NHQ-approved template.

4. The **ENTITY** must provide to NRCS a copy of the agricultural land easement deed and all exhibits at least 90 days before the planned closing date.

5. NRCS may require adjustments to the provisions identified in paragraph VII.A.2 above and require the addition of other provisions if NRCS determines that they are necessary to meet the purposes of ACEP and protect the conservation values of the Protected Property.

6. The **ENTITY** must perform necessary legal and administrative actions to ensure proper acquisition and recordation of valid agricultural land easements.

7. The **ENTITY** must pay all costs of agricultural land easement acquisition and must operate and manage each agricultural land easement in accordance with its easement program, this Cooperative Agreement, 16 U.S.C. Section 3865 et seq., and applicable regulations. NRCS will have no responsibility for the costs or management of the agricultural land easements purchased by the **ENTITY** unless NRCS exercises the rights of the United States under an agricultural land easement.

8. NRCS will not be responsible for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the **ENTITY** in connection with its acquisition or management of the agricultural land easements acquired pursuant to this Cooperative Agreement. This includes but is not limited to acts and omissions of the **ENTITY** agents, successors, assigns, employees, contractors, or lessees that result in violations of any laws and regulations that are now or that may in the future become applicable.

9. The **ENTITY** must prepare a baseline documentation report documenting the condition of the Parcel as of the time the easement is acquired and include a completed baseline documentation report in the payment request package submitted to NRCS pursuant to section VI. The baseline documentation report must contain maps, full descriptions and pictures of the Parcel location, existing structures and infrastructure, land use, land cover and its condition, and any special features for which the Parcel is being protected. The **ENTITY** must provide NRCS a draft baseline documentation report at least 90 days before the planned closing date of the agricultural land easement deed.

10. **ENTITY** must ensure completion of an agricultural land easement plan for each Parcel that must—
    a. Meet the requirements for an agricultural land easement plan specified in 7 CFR Section 1468.26(a);
    b. Describe the activities that promote the long-term viability of the land to meet the purposes for which the Parcel was selected;
    c. Identify required or recommended conservation or management practices or activities that address the purposes and resource concerns for which the Parcel was selected;
    d. Require the management of any grasslands according to a grassland management plan or contiguous forest lands that exceed the greater of 40 acres or 20 percent of the Parcel according to a forest management plan;
    e. Require a conservation plan that meets the requirements of 7 CFR Part 12 for any highly erodible cropland. NRCS must approve any highly erodible cropland conservation plan prior to closing; and
    f. Require, if specified prior to closing, the conversion of highly erodible cropland to less intensive uses.

11. **ENTITY** must select one of the options below to identify the party that the **ENTITY** anticipates will take the lead on completing the agricultural land easement plans (initial only one option):

    NRCS Representative Initial ________

    Entity Representative Initial ________

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A. ENTITY requests that NRCS personnel complete the agricultural land easement plan and ENTITY will coordinate with NRCS State office and landowner to ensure that the plan is completed and signed by the landowner, ENTITY, and NRCS prior to closing.

B. ENTITY will complete the agricultural land easement plan at its own expense. ENTITY must ensure the plan meets NRCS standards and specifications or other applicable industry standards. ENTITY must provide the plan to NRCS at least 90 days prior to the planned closing date and must obtain NRCS approval of the plan prior to closing. ENTITY will ensure NRCS has authorized access to the property and landowner if needed to review and approve plans prepared using this option. ENTITY will ensure the approved plan is signed by the landowner, ENTITY, and NRCS prior to closing.

12. In acquiring agricultural land easements, the ENTITY must ensure that the title to the lands or interests therein will be unencumbered or that outstanding or reserved interests are subordinated to the agricultural land easement. The ENTITY and NRCS must review the title commitment to ensure there are no encumbrances that would allow nonagricultural uses of the property that are not acceptable to the ENTITY or NRCS. The ENTITY must provide NRCS a copy of the title commitment or title report, a summary of the ENTITY title review findings, and any other requested documentation related to title at least 90 days before the planned closing date. Any exceptions to the requirement to remove or subordinate outstanding or reserved interests must be consistent with this Cooperative Agreement, 16 U.S.C. Section 3865 et seq., and applicable regulations, and approved by NRCS and documented on the certificate of use and consent.

13. The ENTITY must secure proper title evidence and insurance using an owner’s American Land Title Association (ALTA) policy with the ENTITY listed as the insured on the policy and the policy issued for the full amount of the agricultural land easement purchase price.

14. The ENTITY must obtain a determination of the fair market value of the agricultural land easement for each Parcel at its own cost using one of the methods set forth in 7 CFR Section 1468.24. Individual appraisals must be conducted by a certified general appraiser and must conform to the NRCS Appraisal Specifications provided as exhibit 8 and either the Uniform Standards of Professional Appraisals Practices (USPAP) or the Uniform Appraisal Standards for Federal Land Acquisitions (Interagency Land Acquisition Conference, 2000) (USFLA). The effective date of the appraised value must be within 6 months prior to or after the date the Parcel is added to this agreement as a funded Parcel or within 12 months of the closing date of the agricultural land easement on the Parcel. Use of fair market valuation methodologies other than individual USPAP or USFLA appraisals must be approved by NRCS in writing prior to entering into this Cooperative Agreement.

15. The ENTITY must provide the appraiser the NRCS appraisal specifications (exhibit 8) and all of the items required to be provided by the ENTITY as identified in the NRCS appraisal specifications. The ENTITY must receive a separate appraisal report for each funded Parcel identified on an attachment. Under no circumstances may the ENTITY allow the landowner to approve or disapprove of the appraiser selected to prepare the appraisal report. The landowner may not be listed as the client.

16. The ENTITY must provide NRCS a completed appraisal report at least 90 days before the planned closing of the agricultural land easement so that NRCS may conduct a technical review of the appraisal. The ENTITY may not close the agricultural land easement until the technical reviewer approves the appraisal report. If the ENTITY closes the agricultural land easement prior to the approval of the appraisal by the technical reviewer NRCS may not provide the Federal share for the agricultural land easement and may terminate this agreement.

17. The ENTITY may not use ACEP funds to acquire an easement on a property in which the ENTITY’s employee or board member, with decisionmaking involvement in easement acquisition and management matters, has a property interest or whose immediate family member or household member has a property

NRCS Representative Initial __________

Entity Representative Initial __________
interest. The ENTITY agrees to conduct itself in a manner so as to protect the integrity of agricultural land easements it holds and avoid the appearance of impropriety or actual conflicts of interest in its acquisition and management of agricultural land easements.

18. The ENTITY may not at any time, when the ENTITY is named as a Grantee on the agricultural land easement, seek to acquire the remaining fee interest in the Parcel. Likewise, if the ENTITY enters into an agreement with another entity to manage or monitor the agricultural land easement, and that entity seeks to acquire the underlying fee, the ENTITY agrees to terminate immediately such agreement and arrange for an uninterested party to manage or monitor the Parcel.

19. The ENTITY must implement easement enforcement procedures when a violation of the agricultural land easement or agricultural land easement plan is identified by or reported to the ENTITY. ENTITY enforcement procedures resulting from a violation of a conservation plan may only be initiated after all administrative and appeal rights have been exhausted by the landowner in accordance with 7 CFR Part 12 and 7 CFR Part 614.

20. The ENTITY must submit a completed Federal Financial Report Standard Form 425 (FFRs) (exhibit 2) to the NRCS State office at least 5 business days prior to the end of each fiscal quarter (December 31, March 31, June 30, and September 30) for each quarter the ENTITY closes an agricultural land easement on a Parcel. Reports must be submitted on an accrual accounting basis. Failure to submit complete reports in accordance with the above schedule may result in suspension or termination of the Cooperative Agreement. A final FFR must be submitted no later than 90 days after the end date of the Cooperative Agreement.

21. At a minimum, the ENTITY must monitor every agricultural land easement on an annual basis to ensure and document compliance with the easement deed and agricultural land easement plan provisions. Each year the ENTITY must submit the annual monitoring report for that year to the appropriate NRCS State office in the format required by NRCS.

22. Nongovernmental organizations must continue to meet the definition of nongovernmental organization in 7 CFR Section 1468.3 for the entire term of this agreement.

23. This paragraph and paragraphs 2, 7, 8, 9, 10, 17, 18, 19, 20, and 21 of this section VIIA will survive the closing of the agricultural land easement and the termination or expiration of this Cooperative Agreement.

B. NRCS Responsibilities:

1. The United States, by and through NRCS, will review applications submitted by the ENTITY, determine land and landowner eligibility, rank eligible applications, obtain and review a hazardous substance record search, conduct an onsite visit, and authorize Parcels to be added to the attachments to this Cooperative Agreement as tentatively selected for funding or as substitutes.

2. NRCS will provide technical and other services as requested and to the extent its resources allow, to assist in developing an agricultural land easement plan that meets ACEP requirements and NRCS standards and specifications or other applicable industry standards.

3. NRCS will manage the funds obligated to this Cooperative Agreement and subject to the availability of funds, disburse the appropriate funds to the ENTITY in accordance with this Cooperative Agreement.

4. After the required materials have been submitted by the ENTITY, prior to closing, NRCS will—
   a. Review the agricultural land easement deed based on the option selected by the ENTITY for incorporating the ALE minimum deed terms, and provide the ENTITY with any approval instructions or items requiring resolution;
   b. Review the title documents submitted by the ENTITY, complete a certificate of use and consent, and provide the findings to the ENTITY for information or remedy as necessary;

NRCS Representative Initial _________
Entity Representative Initial _________
c. Conduct a technical review of the appraisal submitted by the ENTITY and provide the findings to the ENTITY for information or resolution as necessary;

d. As requested by the ENTITY, either develop or review the agricultural land easement plan and identify any items for resolution to the ENTITY;

e. Review the draft baseline documentation report provided by the ENTITY and notify the ENTITY if additional information is needed;

f. Review and provide notice of determination on any waiver requests submitted by the ENTITY in accordance with ACEP policy; and

g. After NRCS reviews are completed and the materials are determined acceptable, provide the ENTITY with an “Approval for a Non-certified Eligible Entity to Proceed with the ALE Acquisition” letter and the NRCS-signed “Confirmation of Matching Funds.”

5. If an advance payment is requested, NRCS will also provide a copy of the NRCS closing agent requirements to the ENTITY.

6. Prior to NRCS disbursement of funds, the NRCS State Conservationist will verify that the ENTITY has provided all documentation, certifications and information required by sections VI and VII.A. NRCS will conduct an internal review the SF-270 payment request package in accordance with NRCS easement acquisition internal controls policy. The NRCS State office will submit a copy of the payment request package for national review and approval for all agricultural land easement payments that meet the national review threshold. Complete payment request packages for national review must be submitted by NRCS at the State level to NRCS NHQ no less than 30 days before the planned closing date.

7. NRCS will certify payment and disburse funds, for Parcels listed as funded on the attachments to this Cooperative Agreement when the ENTITY has requested payment by the payment request deadline and acquired agricultural land easements on the funded Parcels by the closing deadline, consistent with the requirements of this agreement.

8. NRCS will review the annual monitoring reports provided by the ENTITY to ensure monitoring is conducted annually and reports are sufficient and submitted to NRCS annually for every NRCS-funded conservation easement held by the ENTITY.

VIII. PUBLIC INFORMATION

A. The ENTITY agrees to acknowledge NRCS cost-share assistance in any public outreach materials or events related to agricultural land easements acquired pursuant to this Cooperative Agreement and to provide draft copies of such information to the NRCS State office for review and comment before public release.

B. The ENTITY agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under section 1244 of the Food Security Act of 1985 (16 U.S.C. Section 3844) and section 1619 of the Food, Conservation, and Energy Act of 2008 (7 U.S.C. Section 8791).

IX. GENERAL PROVISIONS

A. This Cooperative Agreement constitutes financial assistance and, therefore, all Federal laws, regulations, and Executive orders are applicable, including 2 CFR Parts 25, 170, 200, and 400.

B. It is the intent of NRCS to fulfill its obligations under this Cooperative Agreement. However, NRCS may not make commitments in excess of funds authorized by law or made administratively available. If NRCS is unable to fulfill its obligations under this Cooperative Agreement because of the unavailability of funds, this Cooperative Agreement will automatically terminate.

C. No assignment, in whole or in part, will be made of any right or obligation under this Cooperative Agreement without the joint approval of both NRCS and the ENTITY. Nothing herein will preclude NRCS or the ENTITY from entering into other mutually acceptable arrangements or agreements, except
as identified in section VII.A.18 of this Cooperative Agreement. Such documents must be in writing, must reference this Cooperative Agreement, and must be maintained as part of the official Cooperative Agreement file.

D. This Cooperative Agreement may be amended or modified by written amendment signed by the authorized officials of the NRCS and the ENTITY.

E. NRCS may terminate this Cooperative Agreement if NRCS determines that the ENTITY has failed to comply with the provisions of this Cooperative Agreement or if it determines that it is in the best interests of the Federal Government to terminate. In the event that this Cooperative Agreement is terminated for any reason, the financial obligations of the Parties will be as set forth in 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

F. If any recipient of Federal funds under this Cooperative Agreement fails to comply with the terms and conditions of this Cooperative Agreement, NRCS reserves the right to wholly or partially recapture funds provided in accordance with applicable regulations.

X. ATTACHMENTS and EXHIBITS

Signature Page – NRCS-ADS-093, “Notice of Grant and Agreement Award”

Attachment A – List of Agricultural Land Easement Parcels funded by NRCS

Exhibit 1 – NRCS General Terms and Conditions – Grants and Cooperative Agreements
Exhibit 3 – Representation Regarding Felony Convictions and Tax Delinquent Status for Corporate Applicants (AD-3031)
Exhibit 4 – NRCS Form 230, “Confirmation of Matching Funds for general ACEP-ALE”
Exhibit 5 – SF-270, “Request for Advance/Reimbursement of Funds”
Exhibit 6 – SF-270 Supplement for Noncertified Eligible Entities
Exhibit 7 – Minimum Terms for the Protection of Agricultural Use (ALE Minimum Deed Terms addendum dated October 2017)
Exhibit 8 – Appraisal– NRCS Specifications and Scope of Work for Appraisals of Real Property for ACEP-ALE
Exhibit 9 – Certification Regarding Lobbying

NRCS Representative Initial_______
Entity Representative Initial _______
Attachment A- Fiscal Year (FY) 2018

List of Agricultural Land Easement Parcels Funded by NRCS With Fiscal Year 2018 Funds and Identified Substitute Parcels.

NRCS has made cost-share assistance available up to the amount specified on the NRCS-ADS-093, “Notice of Grant and Agreement Award," for parcels on this attachment that have been selected for funding. Parcels listed and not currently selected for funding and parcels identified at the time of the proposed substitution may be substituted for funded parcels that are cancelled upon mutual agreement of the Parties and removed from this attachment.

Funding obligated under this attachment will expire on August 31, 2021.

<table>
<thead>
<tr>
<th>NEST Parcel ID Number</th>
<th>Total Acres</th>
<th>Estimated Agricultural Land Easement Value</th>
<th>Estimated Federal Contribution</th>
<th>Parcel or Landowner Name(s) 1/</th>
<th>Selected for Funding (Yes or No)</th>
<th>Reflects determinations made at time parcel is identified as selected for funding only</th>
<th>Approved Cash Contribution Waiver (Yes or No) 2/</th>
<th>Commensurate Reduction Required (Yes or No) 3/</th>
</tr>
</thead>
<tbody>
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<td>50,000.00</td>
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<tr>
<td>Totals</td>
<td>64.11</td>
<td>520,000.00</td>
<td>260,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</table>

1/ The parcel or landowner name on this attachment is for quick reference purposes only, the official NRCS identifier for the parcel is the NEST parcel ID number listed in the first column. NRCS maintains its official record of current landowner information for parcels identified on this attachment in its electronic database systems for easement records and financial transactions.

2/ Identify whether the parcel has received an eligible entity cash contribution waiver for projects of special significance at the time the parcel is identified as selected for funding. This attachment does not have to be updated to reflect cash contribution waivers granted after the parcel is identified as selected for funding. For all parcels, the entity must submit a copy of the NRCS waiver approval letter with the payment request for the parcel.

3/ At the time the parcel is identified as selected for funding and again prior to closing, NRCS must determine landowner compliance with adjusted gross income (AGI) limitations and whether a commensurate reduction to the payment of the Federal share is needed. The outcome of the determination made at the time the parcel is selected for funding is identified on this attachment. Prior to closing, NRCS will notify the eligible entity in writing if the results of the AGI and associated commensurate reduction determinations have changed.

Entity Representative Initial ________

NRCS Representative Initial ________
<table>
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<tr>
<th>NEST Parcel ID Number</th>
<th>Total Acres</th>
<th>Estimated Agricultural Land Easement Value</th>
<th>Estimated Federal Contribution</th>
<th>Parcel or Landowner Name(s)(^1)</th>
<th>Selected for Funding (\textit{Yes or No})</th>
<th>Reflects determinations made at time parcel is identified as selected for funding only.</th>
<th>Approved Cash Contribution Waiver (\textit{Yes or No})(^2)</th>
<th>Commensurate Reduction Required (\textit{Yes or No})(^3)</th>
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</thead>
<tbody>
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<td></td>
</tr>
</tbody>
</table>

\(^1\) The parcel or landowner name on this attachment is for quick reference purposes only, the official NRCS identifier for the parcel is the NEST parcel ID number listed in the first column. NRCS maintains its official record of current landowner information for parcels identified on this attachment in its electronic database systems for easement records and financial transactions.

\(^2\) Identify whether the parcel has received an eligible entity cash contribution waiver for projects of special significance at the time the parcel is identified as selected for funding. This attachment does not have to be updated to reflect cash contribution waivers granted after the parcel is identified as selected for funding. For all parcels, the entity must submit a copy of the NRCS waiver approval letter with the payment request for the parcel.

\(^3\) At the time the parcel is identified as selected for funding and again prior to closing, NRCS must determine landowner compliance with adjusted gross income (AGI) limitations and whether a commensurate reduction to the payment of the Federal share is needed. The outcome of the determination made at the time the parcel is selected for funding is identified on this attachment. Prior to closing, NRCS will notify the eligible entity in writing if the results of the AGI and associated commensurate reduction determinations have changed.

Entity Representative Initial \underline{2} \hspace{1cm} NRCS Representative Initial \underline{2}
Agricultural Conservation Easement Program (ACEP)
Agricultural Land Easement
Minimum Deed Terms for the Protection of Agricultural Use

1) When these terms are appended as an exhibit to the Agricultural Land Easement deed, as opposed to being inserted directly into an Agricultural Land Easement deed, this paragraph will be inserted at the bottom of the ACEP-funded Agricultural Land Easement deed:

This Agricultural Land Easement is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP). The EXHIBIT ___ is attached hereto and incorporated herein by reference and will run with the land [SELECT ONE: in perpetuity OR for the maximum duration allowed under applicable State laws]. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT ___ (legal description or survey) is and will remain subject to the terms and conditions described forthwith in this Addendum entitled Minimum Deed Terms For The Protection Of Agricultural Use in EXHIBIT ___ that is appended to and made a part of this easement deed.

2) When these terms are being inserted directly into an Agricultural Land Easement deed the following will be included in the deed’s introductory paragraph and recitals:

[Include in introductory paragraph after Grantor and Grantee:]

and with a right of enforcement to the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC).

[Include in Recitals:]

This [INSERT DEFINED TERM FOR EASEMENT DEED] is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP) 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468 for the purpose of [SELECT ONE: protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses of OR protecting grazing uses and related conservation values by restoring and conserving] the Protected Property.

Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is [SELECT ONE: appended to this easement deed OR maintained in the files of the Grantee].

3) A fully executed copy of the Exhibit below must be attached to the ACEP funded Agricultural Land Easement deed at the time of closing and recordation or, with NRCS approval, the Section I and II terms below must be incorporated into the body of the Eligible Entity’s Agricultural Land Easement deed unmodified except for appropriate formatting changes, selecting options, removing instructional provisions, and substituting as needed, the defined term for the Parcel instead of “Protected Property.”
MINIMUM TERMS FOR AGRICULTURAL LAND EASEMENTS

The Agricultural Conservation Easement Program, 16 U.S.C Section 3865 et seq., facilitated and provided funding for the purchase of an Agricultural Land Easement (ALE) on real property described in Exhibit _____, hereafter referred to as “the Protected Property,” for the purpose of [SELECT ONE: protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses of OR protecting grazing uses and related conservation values by restoring and conserving] the Protected Property.

The [LANDOWNER NAMES] (collectively Grantor), the [ELIGIBLE ENTITY NAMES] (collectively Grantee), and the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC) (jointly referred to as the “Parties”) acknowledge that the ALE is acquired by the Grantee to [SELECT ONE: protect the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses of OR protect grazing uses and related conservation values by restoring and conserving] the Protected Property. Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is [SELECT ONE: appended to this easement deed OR maintained in the files of the Grantee].

In order to ensure compliance with the Agricultural Conservation Easement Program, 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, the following rule of interpretation will govern any and all inconsistencies between the ALE and this Exhibit. Notwithstanding any other provision of the ALE, the Parties agree that all present and future use of the Protected Property is and will remain subject to all of the following terms and conditions identified in Section I and II. If the terms and conditions in Section I and II are inconsistent with terms and conditions in other sections of the ALE, Section I and II will control; provided, however, that if other sections of the ALE have terms and conditions that are consistent with, but more restrictive to the rights of the Grantor than the terms and conditions in Section I, Paragraphs 1, 2, and 3, those more restrictive terms and conditions will control. If other sections of the ALE are more restrictive to the rights of the Grantor than Section I Paragraph 4 and 5 and Section II then Section I Paragraph 4 and 5 and Section II will control.

SECTION I - MINIMUM CONSERVATION DEED RESTRICTIONS

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole.

The terms and conditions of the ALE run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this easement, including the following:

1. Agricultural Land Easement Plan. As required by 16 U.S.C. Section 3865a, agricultural production and related uses of the Protected Property are subject to an ALE Plan that promotes the long-term viability of the land to meet the ALE purposes. The ALE Plan and any revisions thereto must be approved by the Grantor, the Grantee, and NRCS. Grantor agrees the use of the property will be subject to the ALE Plan on the Protected
The ALE Plan is incorporated by reference and must not include any provisions inconsistent with the conservation purposes of this ALE. The Grantee and Grantor agree to update the ALE Plan in the event the agricultural uses or ownership of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee.

The Grantee must take all reasonable steps to secure compliance with the ALE Plan. In the event of substantial or ongoing noncompliance with the ALE Plan or the requirement to update the ALE Plan, NRCS may notify the Grantee. NRCS will give the Grantee and Grantor a reasonable amount of time, not to exceed 180 days, to take corrective action. If Grantee fails to enforce the terms of the ALE, including, but not limited to compliance with the ALE Plan, the United States may exercise its right of enforcement.

2. Limitation on Impervious Surfaces. Impervious surfaces will not exceed [Insert approved impervious surface percentage] [Note: if greater than 2 percent, a written waiver from the Chief of NRCS or authorized designee (Chief of NRCS) is required], of the Protected Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this ALE.

Include the following if limited subdivision is allowed below: [In the event the Protected Property is subdivided as provided for in Section I, Paragraph (3)(A), the total cumulative impervious surface of the subdivided parcels must not exceed the impervious surface limitation referenced above. The Grantor, with Grantee approval, will allocate the impervious surface limit among the subdivided parcels and ensure said impervious surface limitation is clearly defined in each subdivided parcel’s recorded instrument.]

3. Limitations on Nonagricultural Uses. Any activities inconsistent with the purposes of the ALE are prohibited. [Note: The term “ALE grassland enrollments” refers to both general ALE grazing uses enrollments or ALE Grassland of Special Environmental Significance enrollments (GSS).] [Also include the following sentence for ALE grassland enrollments: The provisions of this ALE limit the types of agricultural operations that can occur on the Protected Property to those that restore or conserve grassland, and protect grazing uses, and related conservation values]. The following activities are inconsistent with the purposes of ALE and are specifically prohibited, subject to the qualifications stated below:

(A) Subdivision – [Select Option 1, 2, or 3.]

[Option 1] Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited [Where required by State law the following may be inserted: except where State or local regulations explicitly require subdivision to construct residences for employees working on the Protected Property, Grantor must provide written notice and evidence of such requirements to Grantee and the Chief of NRCS or the Chief’s authorized designee (Chief of NRCS) prior to division of the Protected Property.]
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[Option 2] The Protected Property must not be divided or subdivided into, or separately conveyed as, more than _____ farm or ranch parcels (____ divisions allowed), the boundaries and the allocation of the impervious surface limitation of which have been identified in EXHIBIT ___, which is appended to and made a part of this ALE. To protect the [SELECT ONE: agricultural use and future agricultural viability OR the grassland, grazing uses], and related conservation values of the Protected Property, the boundaries of such divisions have been preapproved in writing by Grantee and the Chief of NRCS or authorized designee of the Chief of NRCS. Deviations from the identified boundaries will not be allowed. Grantor must give Grantee and the Chief of NRCS written notice prior to subdividing, dividing, or separately conveying a parcel of the Protected Property.

[Option 3] The Protected Property must not be divided or subdivided into, or separately conveyed as, more than _____ farm or ranch parcels (____ divisions allowed). To protect the [SELECT ONE: agricultural use and future agricultural viability OR the grassland, grazing uses], and related conservation values of the Protected Property, the boundaries of such divisions must be approved in writing by Grantee and the Chief of NRCS or the authorized designee of the Chief of NRCS before any such division, subdivision, or separate conveyance occurs. The Chief of NRCS may only approve the division, subdivision, or separate conveyance of the Protected Property into separately conveyable farm or ranch parcels when—

1. The Grantee requests the Chief of NRCS approval to subdivide the Protected Property into separate farm or ranch parcels, after receiving a request from the Grantor;

2. The Grantor certifies to the Chief of NRCS that the requested subdivision is required to keep all farm or ranch parcels in production and viable for agriculture use and that separate conveyance of the Protected Property farm or ranch parcels will move the land from one agricultural operation to another; and

3. The Chief of NRCS determines that the—

   a. Parcels resulting from the subdivision of the Protected Property will meet ACEP land eligibility requirements of 16 U.S.C. Section 3865 et seq. as enacted on the date the original parcel was enrolled in ACEP, including the allocation of the impervious surface limitation between the subdivided parcels, and

   b. The resulting parcel will not be below the median size of farms in the county or parish as determined by most recent United States Department of Agriculture’s National Agricultural Statistical Survey (NASS).

(B) Industrial or Commercial Uses – Industrial or commercial activities on the Protected Property are prohibited except for the following:

   (i) Agricultural production and related uses conducted as described in the ALE Plan

   (ii) The sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being
consistent with the conservation purposes of this Easement

(iii) Temporary or seasonal outdoor activities or events that do not harm the agricultural use or grazing and grassland use, future viability, and related conservation values of the Protected Property herein protected

(iv) Commercial enterprises related to agriculture or forestry including but not limited to [Select those consistent with ALE purposes for the Protected Property: agritourism, processing, packaging, and marketing of farm or forest products, farm machinery repair, and farm wineries.] [For properties that contain historical or archaeological resources the following may be inserted: Commercial enterprise activities related to interpretation of the Protected Property’s historic or archaeological resources.]

(v) Small-scale commercial enterprises compatible with agriculture or forestry, including but not limited to cafés, shops, and studios for arts or crafts

(C) Construction on the Protected Property – All new structures and improvements must be located within the Building Envelopes, containing approximately ____ acres and described in EXHIBIT ____, which is appended to and made a part of the ALE.

[Include the following subparagraph if future building envelope adjustments may be considered:
The boundaries and location of the Building Envelopes may be adjusted if Grantee and the Chief of NRCS provide prior written approval of the adjusted boundaries and location. The Building Envelopes may not increase in size and the adjusted Building Envelopes must provide equal or greater protection of the [SELECT ONE: agricultural use and future agricultural viability OR the grassland, grazing uses], and related conservation values of the Protected Property.]

Agricultural structures and utilities to serve approved buildings or structures, including on-farm energy structures allowed under Section 1, Paragraph (4)(C) that neither individually nor collectively have an adverse impact on the [SELECT ONE: agricultural use and future agricultural viability OR grassland, grazing uses] and related conservation values of the Protected Property, may be built outside of the Building Envelope with prior written approval of the Grantee provided that the agricultural structures or utilities are consistent with the ALE Plan described Section 1, Paragraph 1.

New roads may be constructed if they are approved in advance by Grantee, within impervious surface limits, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property. [The preceding sentence must be struck for ALE grassland enrollments].

Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Fences may be maintained and replaced and new fences installed if they are necessary for agricultural operations on the Protected Property or to mark boundaries of the Protected Property. [For ALE
grassland enrollments replace the preceding sentence with: Fences may be maintained and replaced and new fences installed only in accordance with the ALE Plan and consistent with grassland species management requirements identified in the ALE Plan.]

(D) Granting of Easements for Utilities and Roads — The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the [SELECT ONE: agricultural use and future agricultural viability OR grassland, grazing uses], and related conservation values of the Protected Property as determined by the Grantee in consultation with the Chief of NRCS.

(E) Surface Alteration — Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows:

(i) Dam construction in accordance with an ALE Plan to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement or creation

(ii) Erosion and sediment control pursuant to a plan approved by the Grantee

(iii) Soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the conservation purpose of this Easement

(iv) [SELECT ONE: Agricultural activities OR Grazing uses or grassland restoration] and related conservation activities conducted in accordance with the ALE Plan

(F) Oil, Gas, or Mineral Exploration and Extraction — Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this ALE or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from Protected Property is prohibited. [Include the following subparagraph if a limited allowance for agricultural purposes may be authorized: Provided however, limited mining activities for materials (e.g., sand, gravel, or shale) used for agricultural operations on the Protected Property is allowed where the extraction of materials used for such agricultural operations is limited, localized, and small with a defined area and acreage identified in EXHIBIT _____ and does not harm the conservation values or the agricultural uses of the Protected Property.]

If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this ALE is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph (F).

The following may be inserted to qualify the above if Grantee chooses to allow oil and gas exploration and extraction as an alternative to a complete prohibition on oil or gas exploration and extraction on the Protected Property — Beginning of Optional Additional Oil and Gas Language: Oil and gas exploration and extraction on the Protected Property is allowed in accordance
with this Paragraph (E), if approved by Grantee and Chief of NRCS. Grantee and Grantor must demonstrate that such exploration and extraction of oil and gas is—

(i) Not accomplished by any surface mining method;

(ii) Accomplished by a method of extraction, production, and transport that has no more than a limited and localized impact that does not harm the agricultural use or conservation values of the Protected Property;

(iii) Within the impervious surface limits of the ALE; and

(iv) Subject to a plan that includes provisions for oil and gas exploration and extraction.

Any mineral leases or other conveyances of minerals entered into or renewed after the date of this ALE Deed are subordinate to the terms of this Deed and will incorporate by reference this Deed.

Impervious surfaces as defined in [Insert Citation to Impervious Surface Limitation] of this Easement will include any surface disturbance or impervious surfaces associated with oil and gas exploration and extraction associated with uses allowed by this paragraph. End of Alternate Oil and Gas Language

[Include the following paragraph for all ALE Grassland Enrollments: (G) Crop Cultivation. Except for grazing uses and grassland restoration and conservation, the cultivation or production of crops, nonperennial forages for human or domestic animal consumption, crop seed production, or planting of orchards, vineyards, berries, tree farms, or other perennial nongrassland agricultural product is prohibited.]

4. Preserving Agricultural Uses. The provisions of this ALE Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long-term viability of the Protected Property, ALE Plan, and ALE purposes. [The preceding sentence must be struck for ALE grassland enrollments.] No uses will be allowed that violate Federal laws, including Federal drug laws or that decrease the ALE’s protection for [SELECT ONE: the agricultural use and future viability, and related conservation values OR the grazing uses and related conservation values or adversely impact the restoration or conservation of the grassland, and related conservation values] of the Protected Property. Allowed uses of the Protected Property include the specific uses allowed in Section I, Paragraph (3)(B) (i)-(v) and the following activities, subject to the qualifications stated below:

(A) Agricultural Production – The production, processing, and marketing of [SELECT ONE: agricultural crops and livestock OR livestock and agricultural products compatible with restoration and conservation of grassland, grazing uses, and related conservation values] is allowed provided it is conducted in a manner consistent with the terms of the ALE Plan described in Section I, Paragraph 1.

(B) Forest Management and Timber Harvest – Forest management and timber harvesting is allowed,
provided it is carried out, to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property. In addition, if the Protected Property contains contiguous forest that exceeds the greater of 40 acres or 20 percent of the easement area then forest management and timber harvesting must be performed in accordance with a written forest management plan. The forest management plan must be prepared by a professional resource manager, in consultation with the Grantee. A forest management plan will not be required for the following allowed noncommercial activities: cutting of trees for the construction of allowed roads, utilities, buildings, and structures on the Protected Property, cutting of trees for trail clearing, cutting of trees for domestic use as firewood or for other domestic uses by Grantor, removal of trees posing an imminent hazard to the health or safety of persons or livestock, or removal of invasive species.

(C) On-Farm Energy Production – Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained within impervious surface limits, with minimal impact on the conservation values of the Protected Property and consistent with the purposes of the ALE.

Include the following paragraph any time the property is in grassland use, is an ALE grassland enrollment, or funded for conservation purposes that include conserving or restoring grassland uses or grassland dependent species: (D) Grassland Uses of the Protected Property – Grantors are allowed to graze, hay, harvest for hay and noncrop seed production, mow, construct fire breaks, conduct fire suppression and rehabilitation activities, and conduct common grazing practices, including cultural practices, consistent with the provisions and conservation purposes of this Easement. The term "common grazing practices" means those practices customary to the region where the Protected Property is located related to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Protected Property. Grantors must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline as identified in the ALE Plan. Determinations of nesting seasons for birds whose populations are in significant decline and the areas of the property affected by this restriction will be set forth within the ALE Plan for the Protected Property that has been approved by Grantor, Grantee, and NRCS.

Include the following paragraph if Land Eligibility is based on the presence of historical or archaeological resources or the project received ranking points for the multifunctional benefits of agricultural land protection for historical and archaeological resources:

5. Historic or Archaeological Resources. Existing archaeologically, culturally, or historically significant features on the Protected Property including, but not limited to, such features as documented in the Baseline Documentation Report, must be maintained consistent with the guidelines provided in The Secretary of Department of the Interior’s Standards for the Treatment of Historic Properties pursuant to 36 CFR Part 68, as amended. The up-to-date version of such guidelines must be maintained by Grantee in the Baseline Documentation and made available to Grantor upon request. The archaeologically, culturally, or historically significant features may not be altered or removed without Grantee’s prior written approval, which approval will not be given except where the proposed activity is accomplished in accordance with the guidelines provided in the Secretary of the Department of the Interior’s Standards for the Treatment of Historic Properties.
SECTION II - PROTECTION OF THE UNITED STATES' INTERESTS

1. United States Right of Enforcement. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE are not enforced by the holder of the ALE. The Secretary of the United States Department of Agriculture (the Secretary) or the Secretary’s assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorney’s fees and expenses related to Grantor’s violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorney’s fees and expenses related to Grantee’s violations or failure to enforce the easement against the Grantor up to the amount of the United States contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE and ALE Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has evidence of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE, the ALE Plan, and the United States Cooperative Agreement with the Grantee, the United States will have reasonable access to the Protected Property with advance notice to Grantee and Grantor or Grantor’s representative.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantee and Grantor or Grantor’s representative at the earliest practicable time.

2. General Disclaimer and Grantor Warranty. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee’s or Grantor’s negligent acts or omissions or Grantee’s or Grantor’s breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys’ fees and attorneys’ fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys’ fees and attorneys’ fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor’s negligent acts, omissions, or breach of any
3. **Environmental Warranty.** Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys’ fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor’s indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee on the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

“Environmental Law” or “Environmental Laws” means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

“Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

4. **Extinguishment, Termination, and Condemnation.** The interests and rights under this Agricultural Land Easement may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this ALE, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its Federal interest in the Protected Property.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the fair market value of the ALE is _______ percent, hereinafter the “Proportionate
If this ALE is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this ALE. The fair market value will be determined at the time all or a part of this ALE is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the Grantee or its designee, __________ percent of the Proportionate Share; and (b) to the United States __________ percent of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor’s successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

5. Amendment. This ALE may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of this ALE and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended ALE, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.
NATURAL RESOURCES CONSERVATION
SERVICE
U.S. DEPARTMENT OF AGRICULTURE

GENERAL TERMS AND CONDITIONS
GRANTS AND COOPERATIVE AGREEMENTS

I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with
the following regulations, as applicable. The full text of Code of Federal Regulations
references may be found at

(1) 2 CFR Part 25, “Universal Identifier and System of Award Management”
(2) 2 CFR Part 170, “Reporting Subaward and Executive Compensation Information”
(3) 2 CFR Part 180, “OMB Guidelines To Agencies On Governmentwide
Debarment And Suspension (Nonprocurement)”
(4) 2 CFR Part 182, “Governmentwide Requirements for Drug-Free
Workplace (Financial Assistance)”
(5) 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, And
Audit Requirements for Federal Awards”

b. The recipient, and recipients of any subawards under this award, assure and certify that
they have and/or will comply with the following regulations, as applicable. The full text
of Code of Federal Regulations references may be found at

(1) 2 CFR Part 175, “Award Term for Trafficking in Persons”
(2) 2 CFR Part 417, “Nonprocurement Debarment and Suspension”
(3) 2 CFR Part 418, “New Restrictions on Lobbying”
(4) 2 CFR Part 421, “Requirements for Drug-Free Workplace (Financial Assistance)”

c. Allowable project costs will be determined in accordance with the authorizing statute,
the purpose of the award, and to the extent applicable to the type of organizations
receiving the award, regardless of tier. The following portions of the Code of Federal
Regulations are hereby incorporated by reference. The full text of Code of Federal
Regulations references may be found at

(1) 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles And
Audit Requirements For Federal Awards”
II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project
b. Costs incurred after the expiration of the award including any no-cost extensions of time
   c. Costs that lie outside the scope of the approved project and any amendments thereto
   d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, “Subpart E - Cost Principles”, or direct specific inquiries to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

b. The recipient’s personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.

d. The recipient agrees to comply with the “Prohibition Against Certain Internal Confidentiality Agreements:”

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.

3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

4. If NRCS determines that you are not in compliance with this award provision, NRCS:
   a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
   b. May pursue other remedies available for your material failure to comply with award terms and conditions.
IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
   1. Grant or agreement number
   2. Narrative explaining the requested modification to the project purpose or deliverables
   3. A description of the revised purpose or deliverables
   4. Signatures of the authorized representative, project director, or both

b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.

c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

   1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director’s absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.

   2. Severs his or her affiliation with the grantee, the grantee’s options include—
      i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
      ii. Subcontracting to the former project director’s new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director’s new organization certain portions of the project to be completed by the former project director.
      iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.

   3. Transfers the award to his or her new organization, the authorized organization’s representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:
i. The forms and certifications included in the application package

ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)

iii. An updated qualifications statement for the project director showing his or her new organizational affiliation

iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.

e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 calendar days before the expiration date of the award. The request must contain the following:
   ▪ The length of additional time required to complete the project and a justification for the extension
   ▪ A summary of progress to date
   ▪ An estimate of funds expected to remain unobligated on the scheduled expiration date
   ▪ A projected timetable to complete the portions of the project for which the extension is being requested
   ▪ Signature of the grantee and the project director
   ▪ A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted.

V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure
that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee’s contractors will not be sent to NRCS for review or approval.

e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. ACCRUALS

a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th).

b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information.

c. At a minimum, the signed accrual statement should include, “Under agreement number _____, at the close of the quarter ending _____, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of $______.” Include the name and title of the person preparing the accrual estimate.

VII. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

<table>
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<th>Quarterly Schedule</th>
<th>Report Due Date</th>
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<td>October 1 to December 31</td>
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<tr>
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<td>April 30</td>
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<td>April 1 to June 30</td>
<td>July 31</td>
</tr>
<tr>
<td>July 1 to September 30</td>
<td>October 31</td>
</tr>
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</table>

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 calendar days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VIII. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for
monitoring the performance of project activities under those arrangements to ensure that
approved goals and schedules are met.

b. Every 6 months the recipient must submit a written progress report. Each report must
cover—
1. A comparison of actual accomplishments with the goals and objectives established for the
reporting period and, where project output can be quantified, a computation of the costs
per unit of output.
2. The reasons why goals and objectives were not met, if appropriate.
3. Additional pertinent information including, where appropriate, analysis and explanation
of cost overruns or high unit cost.

c. The recipient must submit a final performance report within 90 calendar days after
completion of project.

IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200,
Subpart F. A non-Federal entity that expends $750,000 or more during the non-Federal entity’s
fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

X. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-

b. Employees of NRCS will participate in efforts under this agreement solely as representatives
of the United States. To this end, they may not participate as directors, officers, employees, or
otherwise serve or hold themselves out as representatives of the recipient. They also may not
assist the recipient with efforts to lobby Congress or to raise money through fundraising
efforts. Further, NRCS employees must report to their immediate supervisor any negotiations
with the recipient concerning future employment and must refrain from participation in
efforts regarding such parties until approved by the agency.

c. Employees of the recipient will not be considered Federal employees or agents of the United
States for any purposes under this agreement.

XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT
AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR
Part 200.315. This regulation provides that small businesses normally may retain the
principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the
Federal agency within 2 months after the inventor discloses it in writing to contractor
personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR
Section 401.14(c) must be made in writing to:

Acquisitions Division

Rev June 9, 2017
c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

- "This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

- "Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA and NRCS home pages. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

- "USDA is an equal opportunity provider and employer." Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service."

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss in a substantial way work funded by this award.

XII. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award, and must come from non-Federal sources unless otherwise stated in the applicable program announcement.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must—
   1. Immediately notify the NRCS administrative contact of the situation.
   2. Specify the steps it plans to take to secure replacement cost sharing.
   3. Indicate the plans to either continue or phase out the project in the absence of cost sharing.
c. If NRCS agrees to the organization’s proposed plans, the recipient will be notified accordingly. If the organization’s plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient’s cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XIII. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient’s own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XIV. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than $5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is $5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XV. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XVI. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 2 CFR Part 200.339.
XVII. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.
### WHATCOM COUNTY COUNCIL AGENDA BILL

**CLEARANCES**

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</table>

### TITLE OF DOCUMENT:
Request to Authorize Whatcom County Executive to sign agreements with Natural Resource Conservation Service to receive matching funds to support acquisition of agricultural conservation easements on the Carbee, Brar, Greenwood, and Neptune Beach properties.

### ATTACHMENTS:
Memo, Agreement for funding from NRCS numbered 68-0546-18-009

### 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.)

The Natural Resource Conservation Service has awarded Whatcom County matching funds to apply to the costs of purchasing agricultural conservation easements on PDR applications Brar, Carbee, Greenwood, & Neptune Beach through the Agricultural Conservation Easement Program - Agricultural Land Easements (ACEP-ALE). These awards represent ACEP-ALE applications awarded for 2017. PDR Program Administrator requests Council authorize County Executive to sign the attached agreement 68-0546-18-009 to receive reimbursements funds after completion of agricultural conservation easements on PDR applications listed above. This grant award represents a total of $594,500.

### 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: Honorable Whatcom County Councilmembers
Honorable Jack Louws, Whatcom County Executive

THROUGH: Mark Personius, Director, PDS

FROM: Chris Elder, PDR Program Administrator

DATE: August 27, 2018

SUBJECT: Request approval to sign agreement with Natural Resource Conservation Service (NRCS) to provide matching funds for the acquisition of agricultural conservation easements on four (4) applications stewarded through the Purchase of Development Rights (PDR) Program.

Whatcom County PDR Program staff applied to the Natural Resource Conservation Service’s (NRCS) Agricultural Conservation Easement Program – Agricultural Land Easement (ACEP-ALE) grant program in 2017 for several of the Purchase of Development Rights Program applications. The Whatcom County applications ranked well and have been awarded matching funds to contribute towards the purchase of agricultural conservation easements on the project areas. The selected projects are known as the Carbee, Greenwood, Brar, and Neptune Beach acquisitions.

These 4 properties have been selected for 50% matching funds through the Natural Resource Conservation Service (NRCS) Agricultural Conservation Easement Program – Agricultural Land Easement (ACEP-ALE) in the 2017 grant round. Purchase of agricultural conservation easements on the Brar, Carbee, and Greenwood applications was approved by Whatcom County Council on September 26, 2017 through Resolution 2017-042. Neptune Beach has been approved for appraisal and will return to Council for final approval to purchase at a later date. Receipt of these matching funds through the NRCS ACEP-ALE will result in Whatcom County receiving 100% of funds to purchase the easements on Brar, Carbee, and Greenwood, and will result in Whatcom County receiving 50% of funds to purchase easements on Neptune Beach. Whatcom County will still be responsible for paying closing costs and associated easement monitoring fees on all easements.

Request Summary
PDR Program Staff request approval for the Executive to sign the agreement for award numbered 68-0546-18-009 with the Natural Resource Conservation Services of the United States Department of Agriculture on behalf of the Commodity Credit Corporation to receive matching funds to support acquisition of agricultural conservation easements on PDR applications Carbee, Greenwood, Brar, & Neptune Beach. This agreement represents $594,500 that will be reimbursed as each easement is closed.

Please contact PDR Program Administrator Chris Elder at (360)778-5932 with any questions.
## WHATCOM COUNTY CONTRACT INFORMATION SHEET

### Originating Department:
- **PDS**

### Division/Program: (i.e. Dept. Division and Program)
- Purchase of Development Rights/2670/26700 PDR

### Contractor or Grant Administrator:
- Chris Elder

### Contractor’s / Agency Name:
- Natural Resources Conservation Service (NRCS)

### Is this a New Contract? 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:

### Already approved? Council Approved Date:
- (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

### Is this a grant agreement?
- Yes [x] No [ ]
  - If yes, grantor agency contract number(s):
  - 68-0546-18-009
  - CFDA#: 10.931

### Is this contract grant funded?
- Yes [x] No [ ]
  - If yes, Whatcom County grant contract number(s):

### Is this contract the result of a RFP or Bid process?
- Yes [ ] No [x]
  - If yes, RFP and Bid number(s):
  - Contract
  - Cost Center: 17550

### Is this agreement excluded from E-Verify? If no, include Attachment D Contractor Declaration form.
- No [ ] Yes [x]

### 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):
- $594,500.00

### This Amendment Amount:
- $

### Total Amended Amount:
- $

### Summary of Scope: Request approval to sign agreement with Natural Resource Conservation Service (NRCS) to provide matching funds for the acquisition of agricultural conservation easements for: Brar, Carbee, Greenwood, Neptune Inv

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

### Expiration Date:
- Date: 8/28/18
- Date: 8/29/18
- Date: 8/30/18
- Date: 8-29-18
- Date: 8-29-18
- Date: 8-29-18
- Date: 8-29-18
- Date: 8-29-18
- Date: 8-29-18

Last edited 02/15/18

283
# NOTICE OF GRANT AND AGREEMENT AWARD

<table>
<thead>
<tr>
<th>1. Award Identifying Number</th>
<th>2. Amendment No.</th>
<th>3. Award/Project Period Date of final NRCS signature</th>
<th>4. Type of Award Instrument</th>
</tr>
</thead>
<tbody>
<tr>
<td>68-0546-18-009</td>
<td></td>
<td>8-31/2021</td>
<td>Cooperative</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Agency: Natural Resources Conservation Service (NRCS) (Name and Address)</th>
<th>6. Recipient Organization: (Name and Address)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NRCS-Washington State Office 316 W. Boone Ave., Suite 450 Spokane, WA 99201</td>
<td>Whatcom County, 5280 Northwest Drive Bellingham, WA 98226</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. NRCS Program Contact:</th>
<th>8. NRCS Administrative Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kreft, Dave</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:dave.kreft@wa.usda.gov">dave.kreft@wa.usda.gov</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. Recipient Program Contact:</th>
<th>10. Recipient Administrative Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chris Elder 360-778-5932</td>
<td>Chris Elder 360-778-5932</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. CFDA Number</th>
<th>12. Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.931 ACEP</td>
<td>Section 2301 of the Agricultural Act of 2014 (Public Law 113-79)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13. Type of Action</th>
<th>14. Project Director</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Agreement</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15. Project Title/Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACEP-ALE FY18 - NEST# 5405461801NR0</td>
</tr>
</tbody>
</table>

Complete agreement includes this NRCS-ADS-083 (NOA) and attachments: A-Statement of Work, Attachment X-SOW & Y GTC & A-List of Land Easement Parcels

<table>
<thead>
<tr>
<th>16. Entity Type:</th>
<th>17. Select Funding Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profit</td>
<td>Federal</td>
</tr>
<tr>
<td>Nonprofit</td>
<td>Non-Federal</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>18. Accounting and Appropriation Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Code</td>
<td>Amount 2018</td>
</tr>
<tr>
<td>NR51ACEA:53:1NR0:16 17XAF</td>
<td>$594,500.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>19. APPROVED BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel $</td>
</tr>
<tr>
<td>Travel $</td>
</tr>
<tr>
<td>Supplies $</td>
</tr>
<tr>
<td>Construction $</td>
</tr>
<tr>
<td>Total Direct Cost$</td>
</tr>
<tr>
<td>$1,189,000.00</td>
</tr>
</tbody>
</table>

|                  | Total Non-Federal Funds $ |
|                  | $594,500.00               |
|                  | Total Federal Funds Awarded $ |
|                  | $594,500.00               |
|                  | Total Approved Budget $   |
|                  | $1,189,000.00             |

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.
## NOTICE OF GRANT AND AGREEMENT AWARD

<table>
<thead>
<tr>
<th>Award Identifying Number</th>
<th>Amendment No.</th>
<th>Award/Project Period</th>
<th>Type of Award Instrument</th>
</tr>
</thead>
<tbody>
<tr>
<td>68-0546-18-009</td>
<td></td>
<td>Date of final NRCS signature-8/31/2021</td>
<td>Cooperative</td>
</tr>
</tbody>
</table>

### Name and Title of Authorized Government Representative

<table>
<thead>
<tr>
<th>Name and Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jack Louws</td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Executive</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Name and Title of Authorized Recipient Representative

<table>
<thead>
<tr>
<th>Name and Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

## PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).
Whatcom County

Recommended for approval

By: ________________________________

Title: Whatcom County Executive

Date: ____________________________

STATE OF WASHINGTON                )
COUNTY OF _________________________  ) ss.

On this _____ day of _____________, 2018 before me personally appeared
___________________________ to me know to be the County Executive of Whatcom County and who
executed the above instrument and who acknowledged to me the act of signing and sealing
thereof.

_________________________________

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

_________________________________

My commission expires __________________

Approved as to form:

______________________________  8-29-18
Prosecuting Attorney         Date
INSTRUCTIONS FOR NOTICE OF GRANT/AGREEMENT AWARD

1. Award Identifying Number:
   Agreement number
2. Amendment No.:
   Amendment number (if applicable)
3. Award/Project Period:
   Start and end date of project
4. Type of Award Instrument:
   Cooperative, Grant, or Contribution
5. Agency:
   Name, Address, City, State, ZIP Code
6. Recipient Organization:
   Name, Address, City, State, ZIP Code, DUNS (Data Universal Numbering System), and EIN (employee identification number)
7. NRCS Program Contact:
   Name and contact information of person to be contact on matters involving the programmatic aspects of the agreement
8. NRCS Administrative Contact:
   Name and contact information of person to be contact on matters involving the administrative aspects of the agreement
9. Recipient Contact:
   Name and contact information of person to be contact on matters involving the technical aspects of the agreement
10. Recipient Administrative Contact:
    Name and contact information of person to be contact on matters involving the administrative aspects of the agreement
11. CFDA Number:
    The Catalog of Federal Domestic Assistance number under which assistance is requested
12. Authority:
    Authority under which the agreement is entered into
13. Type of Action:
    Select one type of action:
    i. New Agreement.—Agreement awarded for the first time
    ii. Amendment/Revision.—Any change in financial obligation or deliverables
    iii. Extension.—Extend performance period
14. Project Director:
    Name and contact information of project director or principal investigator (if applicable)
15. Project Title/Description:
    Brief description of the purpose of the agreement
16. Entity type:
    Type of recipient
17. Funding:
    Federal amount of the award and the non-Federal to be contributed to the project
18. Accounting/Appropriation Date:
    Provide the following:
    i. Financial Code.—Accounting classification code
    ii. Amount.—Self explanatory
    iii. Fiscal Year.—Self explanatory
    iv. Treasury symbol.—Self explanatory
19. Approved Budget:
    Totals for each budget category
STATEMENT OF WORK
to
COOPERATIVE AGREEMENT
between
THE COMMODITY CREDIT CORPORATION
and the
Whatcom County
for the
AGRICULTURAL CONSERVATION EASEMENT PROGRAM
AGRICULTURAL LAND EASEMENTS

This Cooperative Agreement is entered into by and between the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), on behalf of the Commodity Credit Corporation (CCC), and the [Whatcom County] (hereinafter, whether singular or plural, ENTITY) for the purchase of agricultural land easements under the Agricultural Conservation Easement Program (ACEP-ALE). The CCC will utilize the expertise and services of NRCS to perform its duties identified in this Cooperative Agreement. The term “Parties” as used herein refers collectively to NRCS and the ENTITY.

I. AUTHORITY

NRCS enters this Cooperative Agreement under the authorities of the Commodity Credit Corporation Charter Act, 15 U.S.C. Section 714 et seq.; the Agricultural Conservation Easement Program, subtitle H of title XII of the Food Security Act of 1985, 16 U.S.C. Section 3865 et seq.; and the Federal Grant and Cooperative Agreement Act of 1977, 31 U.S.C. Section 6304 et seq. This Cooperative Agreement will be administered in accordance with the policies and procedures set forth in the ACEP regulation (7 CFR Part 1468) and uniform regulation for grants and agreements in 2 CFR Parts 25, 170, 200, and 400.

Whatcom County enters this Cooperative Agreement under the authorities of Section 501(c)(3) and 170(h) of the Internal Revenue Code, and also qualified as a nonprofit nature conservancy corporation under RCW 64.04.130 and RCW 84.34.250.

This Cooperative Agreement stipulates the terms and conditions under which NRCS will provide ACEP cost-share assistance to the ENTITY. The ENTITY has signed the Notice of Grant and Agreement Award acknowledging that the award is subject to the terms and conditions of this Cooperative Agreement and all applicable laws, regulations, and policy.

THEREFORE, the Parties agree to enter into this Cooperative Agreement to purchase agricultural land easements from eligible landowners (Granteors) to protect the agricultural use, future viability, and related conservation values of eligible land by limiting nonagricultural uses of that land or to protect grazing uses and related conservation values by restoring and conserving eligible land. The Parties have identified these eligible lands on attachments to this Cooperative Agreement as Parcels, here in referred to collectively as “Parcels” or individually as “Parcel.”

III. OBLIGATION OF FUNDS

A. Upon execution of this Cooperative Agreement, NRCS will make cost-share assistance available up to the amount specified on the Notice of Grant and Agreement Award for the acquisition by the ENTITY of agricultural land easements on the funded Parcels listed on attachments to this Cooperative Agreement. To receive this cost share, the ENTITY must purchase the agricultural land easement and request payment of the NRCS cost share in accordance with section VII of this Cooperative Agreement.

B. NRCS may make additional cost-share assistance available in future fiscal years through the execution of mutually acceptable amendments to this Cooperative Agreement that identify the additional cost-

NRCS Representative Initial _________

Entity Representative Initial _________
share assistance amount, the additional funded Parcels, and the terms and conditions of the funding if different from the terms and conditions identified herein, as provided in section IX.D.

C. Upon mutual agreement of the Parties and execution of an amendment, as provided in section IX.D, NRCS may allow substitution of Parcels at any time, provided the Parcels are of comparable conservation value as determined by NRCS.

D. This Cooperative Agreement will be for a term of at least 3 years and not to exceed 5 years. The ENTITY must meet each performance schedule deadline in Table 1. The “Closing Deadline” or “Payment Request Deadline” may be extended for up to one consecutive 12-month period from the date identified in the performance schedule for the individual attachment if the ENTITY requests and NRCS approves an extension in writing prior to the original deadline. The “Attachment Expiration Deadline” identified in the performance schedule below and on the corresponding notice of award for the individual attachment cannot be extended. Should the ENTITY not meet the Performance Schedule deadlines, NRCS may release any remaining funds from this Cooperative Agreement.

Table 1 – Performance Schedule

<table>
<thead>
<tr>
<th>FY of Fund Obligation (Attachment Listing Parcels)</th>
<th>Closing Deadline</th>
<th>Payment Request Deadline</th>
<th>Attachment Expiration Deadline</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 A</td>
<td>March 31, 2020</td>
<td>July 31, 2020</td>
<td>August 31, 2021</td>
</tr>
</tbody>
</table>

E. Nothing in this document obligates NRCS or the ENTITY to purchase all or any of the agricultural land easement Parcels listed in the attachments.

IV. FEDERAL SHARE

Based on a determination by NRCS that the ENTITY has satisfied the terms and conditions of this agreement, NRCS will pay the ENTITY a cost-share amount for the purchase of each agricultural land easement acquired by the ENTITY. The Federal share will not exceed 50 percent of the fair market value of the agricultural land easement as determined using one of the methods set forth in 7 CFR Section 1468.24. The payment of the Federal share for the purchase of an agricultural land easement on a parcel owned by a legal entity, general partnership, or joint venture will be reduced by an amount commensurate with the direct or indirect ownership interest in the legal entity, general partnership, or joint venture of each person or legal entity determined to have an average adjusted gross income that exceeds the limitation provisions of 7 CFR Part 1400, Subpart F.

V. COOPERATING ENTITY’S CONTRIBUTION

A. The ENTITY must contribute an amount for the easement purchase at least equivalent to the Federal share. The ENTITY may include as part of its contribution a charitable donation or qualified conservation contribution (as defined by section 170(h) of the Internal Revenue Code of 1986) from the eligible landowner if the ENTITY contributes its own cash resources in an amount that is at least 50 percent of the amount contributed by NRCS. If the NRCS State Conservationist has waived a portion of the ENTITY cash contribution requirement for individual projects of special significance, the Parcels receiving the waiver must be identified in the attachment and the ENTITY must provide a copy of the approved waiver at the time payment is requested.

B. The ENTITY must self-certify on NRCS Form 230, “Confirmation of Matching Funds” (exhibit 4), that the ENTITY’s contribution of its own cash resources has not come from additional donations, payments, loans, or fees made by or charged to the Grantor (landowner) of the agricultural land easement, immediate family members, or organizations controlled by or funded by the Grantor (landowner), either through formal or informal agreements. The ENTITY must provide a completed NRCS Form 230 to NRCS for a Parcel prior to the closing or an advance of funds for that Parcel.

NRCS Representative Initial ____________

Entity Representative Initial ____________
VI. PAYMENTS

A. The ENTITY must meet the terms and conditions set forth in this agreement and provide NRCS with the items identified in this section and section VII in order to receive the Federal share for a Parcel.

B. The ENTITY may request payment of the Federal share as reimbursement after closing or as an advance payment prior to closing of an agricultural land easement on a Parcel.

C. To obtain reimbursement or an advance payment of the Federal share, the ENTITY must submit the Form SF-270 (Request for Advance/Reimbursement of Funds (exhibit 5)), the SF-270 supplement for noncertified eligible entities (exhibit 6), and the information and documentation required by the supplement to the NRCS contact named on the Notice of Grant and Agreement Award. The ENTITY may submit the Form SF-270 payment request package—
   1. 60 days prior to the planned closing date when a payment is to be issued at closing (advance payment);
   2. After the agricultural land easement has been recorded and the landowners have been paid (reimbursement); or
   3. On a quarterly basis for each quarter that agricultural land easements have been recorded and the landowners have been paid (reimbursement).

D. ENTITY must maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS) and meet the System for Award Management (SAM) registration requirements or successor registry for the duration of this Cooperative Agreement.

E. NRCS will disburse payment following receipt of a fully complete and correct SF-270 payment request package from the ENTITY within 30 days if the Federal share for the individual easement is less than $250,000 and within 60 days if the Federal share for the individual easement is $250,000 or greater.

F. If NRCS provides an advance payment, the ENTITY must obtain a receipt for the Federal funds from the closing agent and provide it to NRCS prior to closing. The ENTITY must ensure the closing agent does not hold the Federal funds in escrow for more than 30 calendar days. If closing does not occur within 30 calendar days of receipt of the advance payment, the ENTITY must ensure the Federal funds and any interest earned on those funds while in escrow are returned to NRCS by the 31st calendar day. The ENTITY must ensure that the Federal funds are fully insured while held in escrow.

VII. RESPONSIBILITIES

A. ENTITY Responsibilities:

1. ENTITY will purchase agricultural land easements on eligible land from eligible landowners for the Parcels identified on the attachments to this Cooperative Agreement consistent with the requirements identified herein. ACEP agricultural land easements are conservation easements conveyed for the purpose of protecting natural resources and the agricultural nature of the land. The landowner is identified as the Grantor under the terms of the agricultural land easement deed. The ENTITY must notify NRCS as soon as possible if there is a change in landownership after the parcel is identified as selected for funding and prior to closing on the easement.

2. ENTITY must ensure that the agricultural land easements acquired with funds made available under this Cooperative Agreement and the agricultural land easement deeds satisfy the following requirements:
   a. Contain the "Minimum Terms for the Protection of Agricultural Use", attached to this Cooperative Agreement as exhibit 7 (ALE Minimum Deed Terms). The ENTITY is authorized to use its own terms and conditions in the agricultural land easement deeds so long as the ENTITY's additional language does not alter or defeat the intent, purpose, or effective enforcement by the Parties of the ALE minimum deed terms, the Agricultural Conservation Easement Program, or the agricultural land easements acquired under this Cooperative Agreement;
   b. Address all of the regulatory deed requirements identified at 7 CFR Section 1468.25(d);

NRCS Representative Initial

Entity Representative Initial
c. Address the disposition of the agricultural land easement and the Federal share in the event the agricultural land easement is ever extinguished, terminated, or condemned in whole or in part;
d. Are conveyed for the purpose of protecting natural resources and the agricultural nature of the land;
e. Run with the land in perpetuity or, where State law prohibits a permanent easement, for the maximum duration allowable under State law;
f. Protect the agricultural use, future viability, and related conservation value of the Parcels by limiting nonagricultural uses of that land or protect grazing uses and related conservation values by restoring and conserving eligible land, including grasslands of special environmental significance;
g. Provide for the administration, management, and enforcement of the agricultural land easement by the ENTITY or its successors and assigns;
h. Permit effective enforcement of the conservation purposes of such easements; and
i. Subject the Parcel to an agricultural land easement plan that meets the requirements of this section.

3. The ENTITY has the following three options for ensuring that the agricultural land easement deed contains the ALE Minimum Deed Terms required in paragraph VII.A.2 above:

a. Attach the ALE Minimum Deed Terms Addendum as an Exhibit to the Agricultural Land Easement Deed. Under this option the ENTITY does not need to have the entire agricultural land easement deed reviewed by NRCS, instead NRCS at the State level will verify prior to the ENTITY requesting an advance of the Federal share or closing on an agricultural land easement that the ENTITY satisfies all of the following requirements:
(i) The ALE Minimum Deed Terms addendum is signed by the landowner and the ENTITY and will be attached to the agricultural land easement deed at the time of closing and recordation;
(ii) The terms of the ALE Minimum Deed Terms addendum are not modified; and
(iii) The paragraph below is inserted at the bottom of the agricultural land easement deed:
This Agricultural Land Easement is acquired with funds provided, in part, by the Agricultural Conservation Easement Program, (ACEP). The EXHIBIT _____ is attached hereto and incorporated herein by reference and will run with the land in perpetuity for the maximum duration allowed under applicable State laws. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT _____ is and will remain subject to the terms and conditions described forthwith in this Addendum entitled Minimum Terms For The Protection Of Agricultural Use in EXHIBIT _____ that is appended to and made a part of this easement deed.

b. Incorporate the ALE Minimum Deed Terms into the Body of the Agricultural Land Easement Deed. Under this option, the ENTITY must ensure the terms as stated in in the ALE Minimum Deed Terms addendum are included in the body of the agricultural land easement deed. The ALE Minimum Deed Terms may be formatted to select options where instructed, conform terms to deed formatting, complete terms with required information, and delete instructions to drafters. Each individual agricultural land easement deed must be reviewed and approved by NRCS National Headquarters prior to the ENTITY requesting an advance of the Federal share or closing on an agricultural land easement.

c. Entity Agricultural Land Easement Deed Template Approved by NRCS. Upon mutual agreement of the Parties, the Cooperative Agreement may include at the time the agreement is executed, or be amended to replace or supplement the attached exhibit 7, an NRCS National Headquarters-approved agricultural land easement deed template to be used for every Parcel listed on attachments to this Cooperative Agreement. The terms and conditions of the agricultural land easement deed template must contain the ALE minimum deed terms and must be approved by NRCS NHQ in advance of the execution of the Cooperative Agreement or an amendment thereto.
If the ENTITY uses the approved NRCS NHQ-approved deed template without changing any terms or conditions, then the ENTITY is not required to obtain NRCS NHQ review and approval of the individual, final agricultural land easement deeds. NRCS at the State level will verify prior to the ENTITY requesting an advance of the Federal share or prior to closing on an agricultural land easement that the individual, final agricultural land easement deed is the same as the NHQ-approved template.

4. The ENTITY must provide to NRCS a copy of the agricultural land easement deed and all exhibits at least 90 days before the planned closing date.

5. NRCS may require adjustments to the provisions identified in paragraph VII.A.2 above and require the addition of other provisions if NRCS determines that they are necessary to meet the purposes of ACEP and protect the conservation values of the Protected Property.

6. The ENTITY must perform necessary legal and administrative actions to ensure proper acquisition and recordation of valid agricultural land easements.

7. The ENTITY must pay all costs of agricultural land easement acquisition and must operate and manage each agricultural land easement in accordance with its easement program, this Cooperative Agreement, 16 U.S.C. Section 3865 et seq., and applicable regulations. NRCS will have no responsibility for the costs or management of the agricultural land easements purchased by the ENTITY unless NRCS exercises the rights of the United States under an agricultural land easement.

8. NRCS will not be responsible for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the ENTITY in connection with its acquisition or management of the agricultural land easements acquired pursuant to this Cooperative Agreement. This includes but is not limited to acts and omissions of the ENTITY agents, successors, assigns, employees, contractors, or lessees that result in violations of any laws and regulations that are now or that may in the future become applicable.

9. The ENTITY must prepare a baseline documentation report documenting the condition of the Parcel as of the time the easement is acquired and include a completed baseline documentation report in the payment request package submitted to NRCS pursuant to section VI. The baseline documentation report must contain maps, full descriptions and pictures of the Parcel location, existing structures and infrastructure, land use, land cover and its condition, and any special features for which the Parcel is being protected. The ENTITY must provide NRCS a draft baseline documentation report at least 90 days before the planned closing date of the agricultural land easement deed.

10. ENTITY must ensure completion of an agricultural land easement plan for each Parcel that must—
    a. Meet the requirements for an agricultural land easement plan specified in 7 CFR Section 1468.26(a);
    b. Describe the activities that promote the long-term viability of the land to meet the purposes for which the Parcel was selected;
    c. Identify required or recommended conservation or management practices or activities that address the purposes and resource concerns for which the Parcel was selected;
    d. Require the management of any grasslands according to a grassland management plan or contiguous forest lands that exceed the greater of 40 acres or 20 percent of the Parcel according to a forest management plan;
    e. Require a conservation plan that meets the requirements of 7 CFR Part 12 for any highly erodible cropland. NRCS must approve any highly erodible cropland conservation plan prior to closing; and
    f. Require, if specified prior to closing, the conversion of highly erodible cropland to less intensive uses.

11. ENTITY must select one of the options below to identify the party that the ENTITY anticipates will take the lead on completing the agricultural land easement plans (initial only one option):

NRCS Representative Initial

Entity Representative Initial

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A. ENTITY requests that NRCS personnel complete the agricultural land easement plan and ENTITY will coordinate with NRCS State office and landowner to ensure that the plan is completed and signed by the landowner, ENTITY, and NRCS prior to closing.

B. ENTITY will complete the agricultural land easement plan at its own expense. ENTITY must ensure the plan meets NRCS standards and specifications or other applicable industry standards. ENTITY must provide the plan to NRCS at least 90 days prior to the planned closing date and must obtain NRCS approval of the plan prior to closing. ENTITY will ensure NRCS has authorized access to the property and landowner if needed to review and approve plans prepared using this option. ENTITY will ensure the approved plan is signed by the landowner, ENTITY, and NRCS prior to closing.

12. In acquiring agricultural land easements, the ENTITY must ensure that the title to the lands or interests therein will be unencumbered or that outstanding or reserved interests are subordinated to the agricultural land easement. The ENTITY and NRCS must review the title commitment to ensure there are no encumbrances that would allow nonagricultural uses of the property that are not acceptable to the ENTITY or NRCS. The ENTITY must provide NRCS a copy of the title commitment or title report, a summary of the ENTITY title review findings, and any other requested documentation related to title at least 90 days before the planned closing date. Any exceptions to the requirement to remove or subordinate outstanding or reserved interests must be consistent with this Cooperative Agreement, 16 U.S.C. Section 3865 et seq., and applicable regulations, and approved by NRCS and documented on the certificate of use and consent.

13. The ENTITY must secure proper title evidence and insurance using an owner’s American Land Title Association (ALTA) policy with the ENTITY listed as the insured on the policy and the policy issued for the full amount of the agricultural land easement purchase price.

14. The ENTITY must obtain a determination of the fair market value of the agricultural land easement for each Parcel at its own cost using one of the methods set forth in 7 CFR Section 1468.24. Individual appraisals must be conducted by a certified general appraiser and must conform to the NRCS Appraisal Specifications provided as exhibit 8 and either the Uniform Standards of Professional Appraisals Practices (USPAP) or the Uniform Appraisal Standards for Federal Land Acquisitions (Interagency Land Acquisition Conference, 2000) (USFLA). The effective date of the appraised value must be within 6 months prior to or after the date the Parcel is added to this agreement as a funded Parcel or within 12 months of the closing date of the agricultural land easement on the Parcel. Use of fair market valuation methodologies other than individual USPAP or UASFLA appraisals must be approved by NRCS in writing prior to entering into this Cooperative Agreement.

15. The ENTITY must provide the appraiser the NRCS appraisal specifications (exhibit 8) and all of the items required to be provided by the ENTITY as identified in the NRCS appraisal specifications. The ENTITY must receive a separate appraisal report for each funded Parcel identified on an attachment. Under no circumstances may the ENTITY allow the landowner to approve or disapprove of the appraiser selected to prepare the appraisal report. The landowner may not be listed as the client.

16. The ENTITY must provide NRCS a completed appraisal report at least 90 days before the planned closing of the agricultural land easement so that NRCS may conduct a technical review of the appraisal. The ENTITY may not close the agricultural land easement until the technical reviewer approves the appraisal report. If the ENTITY closes the agricultural land easement prior to the approval of the appraisal by the technical reviewer NRCS may not provide the Federal share for the agricultural land easement and may terminate this agreement.

17. The ENTITY may not use ACEP funds to acquire an easement on a property in which the ENTITY's employee or board member, with decisionmaking involvement in easement acquisition and management matters, has a property interest or whose immediate family member or household member has a property interest.
interest. The ENTITY agrees to conduct itself in a manner so as to protect the integrity of agricultural land easements it holds and avoid the appearance of impropriety or actual conflicts of interest in its acquisition and management of agricultural land easements.

18. The ENTITY may not at any time, when the ENTITY is named as a Grantee on the agricultural land easement, seek to acquire the remaining fee interest in the Parcel. Likewise, if the ENTITY enters into an agreement with another entity to manage or monitor the agricultural land easement, and that entity seeks to acquire the underlying fee, the ENTITY agrees to terminate immediately such agreement and arrange for an uninterested party to manage or monitor the Parcel.

19. The ENTITY must implement easement enforcement procedures when a violation of the agricultural land easement or agricultural land easement plan is identified by or reported to the ENTITY. ENTITY enforcement procedures resulting from a violation of a conservation plan may only be initiated after all administrative and appeal rights have been exhausted by the landowner in accordance with 7 CFR Part 12 and 7 CFR Part 614.

20. The ENTITY must submit a completed Federal Financial Report Standard Form 425 (FFRs) (exhibit 2) to the NRCS State office at least 5 business days prior to the end of each fiscal quarter (December 31, March 31, June 30, and September 30) for each quarter the ENTITY closes an agricultural land easement on a Parcel. Reports must be submitted on an accrual accounting basis. Failure to submit complete reports in accordance with the above schedule may result in suspension or termination of the Cooperative Agreement. A final FFR must be submitted no later than 90 days after the end date of the Cooperative Agreement.

21. At a minimum, the ENTITY must monitor every agricultural land easement on an annual basis to ensure and document compliance with the easement deed and agricultural land easement plan provisions. Each year the ENTITY must submit the annual monitoring report for that year to the appropriate NRCS State office in the format required by NRCS.

22. Nongovernmental organizations must continue to meet the definition of nongovernmental organization in 7 CFR Section 1468.3 for the entire term of this agreement.

23. This paragraph and paragraphs 2, 7, 8, 9, 10, 17, 18, 19, 20, and 21 of this section VII.A will survive the closing of the agricultural land easement and the termination or expiration of this Cooperative Agreement.

B. NRCS Responsibilities:

1. The United States, by and through NRCS, will review applications submitted by the ENTITY, determine land and landowner eligibility, rank eligible applications, obtain and review a hazardous substance record search, conduct an onsite visit, and authorize Parcels to be added to the attachments to this Cooperative Agreement as tentatively selected for funding or as substitutes.

2. NRCS will provide technical and other services as requested and to the extent its resources allow, to assist in developing an agricultural land easement plan that meets ACEP requirements and NRCS standards and specifications or other applicable industry standards.

3. NRCS will manage the funds obligated to this Cooperative Agreement and subject to the availability of funds, disburse the appropriate funds to the ENTITY in accordance with this Cooperative Agreement.

4. After the required materials have been submitted by the ENTITY, prior to closing, NRCS will—
   a. Review the agricultural land easement deed based on the option selected by the ENTITY for incorporating the ALE minimum deed terms, and provide the ENTITY with any approval instructions or items requiring resolution;
   b. Review the title documents submitted by the ENTITY, complete a certificate of use and consent, and provide the findings to the ENTITY for information or remedy as necessary;

NRCS Representative Initial

Entity Representative Initial
c. Conduct a technical review of the appraisal submitted by the ENTITY and provide the findings to the ENTITY for information or resolution as necessary;
d. As requested by the ENTITY, either develop or review the agricultural land easement plan and identify any items for resolution to the ENTITY;
e. Review the draft baseline documentation report provided by the ENTITY and notify the ENTITY if additional information is needed;
f. Review and provide notice of determination on any waiver requests submitted by the ENTITY in accordance with ACEP policy; and
g. After NRCS reviews are completed and the materials are determined acceptable, provide the ENTITY with an “Approval for a Non-certified Eligible Entity to Proceed with the ALE Acquisition” letter and the NRCS-signed “Confirmation of Matching Funds.”

5. If an advance payment is requested, NRCS will also provide a copy of the NRCS closing agent requirements to the ENTITY.

6. Prior to NRCS disbursement of funds, the NRCS State Conservationist will verify that the ENTITY has provided all documentation, certifications and information required by sections VI and VII.A. NRCS will conduct an internal review the SF-270 payment request package in accordance with NRCS easement acquisition internal controls policy. The NRCS State office will submit a copy of the payment request package for national review and approval for all agricultural land easement payments that meet the national review threshold. Complete payment request packages for national review must be submitted by NRCS at the State level to NRCS NHQ no less than 30 days before the planned closing date.

7. NRCS will certify payment and disburse funds, for Parcels listed as funded on the attachments to this Cooperative Agreement when the ENTITY has requested payment by the payment request deadline and acquired agricultural land easements on the funded Parcels by the closing deadline, consistent with the requirements of this agreement.

8. NRCS will review the annual monitoring reports provided by the ENTITY to ensure monitoring is conducted annually and reports are sufficient and submitted to NRCS annually for every NRCS-funded conservation easement held by the ENTITY.

VIII. PUBLIC INFORMATION

A. The ENTITY agrees to acknowledge NRCS cost-share assistance in any public outreach materials or events related to agricultural land easements acquired pursuant to this Cooperative Agreement and to provide draft copies of such information to the NRCS State office for review and comment before public release.

B. The ENTITY agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under section 1244 of the Food Security Act of 1985 (16 U.S.C. Section 3844) and section 1619 of the Food, Conservation, and Energy Act of 2008 (7 U.S.C. Section 8791).

IX. GENERAL PROVISIONS

A. This Cooperative Agreement constitutes financial assistance and, therefore, all Federal laws, regulations, and Executive orders are applicable, including 2 CFR Parts 25, 170, 200, and 400.

B. It is the intent of NRCS to fulfill its obligations under this Cooperative Agreement. However, NRCS may not make commitments in excess of funds authorized by law or made administratively available. If NRCS is unable to fulfill its obligations under this Cooperative Agreement because of the unavailability of funds, this Cooperative Agreement will automatically terminate.

C. No assignment, in whole or in part, will be made of any right or obligation under this Cooperative Agreement without the joint approval of both NRCS and the ENTITY. Nothing herein will preclude NRCS or the ENTITY from entering into other mutually acceptable arrangements or agreements, except
as identified in section VII.A.18 of this Cooperative Agreement. Such documents must be in writing, must reference this Cooperative Agreement, and must be maintained as part of the official Cooperative Agreement file.

D. This Cooperative Agreement may be amended or modified by written amendment signed by the authorized officials of the NRCS and the ENTITY.

E. NRCS may terminate this Cooperative Agreement if NRCS determines that the ENTITY has failed to comply with the provisions of this Cooperative Agreement or if it determines that it is in the best interests of the Federal Government to terminate. In the event that this Cooperative Agreement is terminated for any reason, the financial obligations of the Parties will be as set forth in 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

F. If any recipient of Federal funds under this Cooperative Agreement fails to comply with the terms and conditions of this Cooperative Agreement, NRCS reserves the right to wholly or partially recapture funds provided in accordance with applicable regulations.

X. ATTACHMENTS and EXHIBITS

Signature Page – NRCS-ADS-093, “Notice of Grant and Agreement Award”

Attachment A – List of Agricultural Land Easement Parcels funded by NRCS

Exhibit 1 – NRCS General Terms and Conditions – Grants and Cooperative Agreements
Exhibit 3 – Representation Regarding Felony Convictions and Tax Delinquent Status for Corporate Applicants (AD-3031)
Exhibit 4 – NRCS Form 230, “Confirmation of Matching Funds for general ACEP-ALE”
Exhibit 5 – SF-270, “Request for Advance/Reimbursement of Funds”
Exhibit 6 – SF-270 Supplement for Noncertified Eligible Entities
Exhibit 7 – Minimum Terms for the Protection of Agricultural Use (ALE Minimum Deed Terms addendum dated October 2017)
Exhibit 8 – Appraisal – NRCS Specifications and Scope of Work for Appraisals of Real Property for ACEP-ALE
Exhibit 9 – Certification Regarding Lobbying
Attachment A- Fiscal Year (FY) 2018

List of Agricultural Land Easement Parcels Funded by NRCS With Fiscal Year 2018 Funds and Identified Substitute Parcels.

NRCS has made cost-share assistance available up to the amount specified on the NRCS-ADS-093, “Notice of Grant and Agreement Award,” for parcels on this attachment that have been selected for funding. Parcels listed and not currently selected for funding and parcels identified at the time of the proposed substitution may be substituted for funded parcels that are cancelled upon mutual agreement of the Parties and removed from this attachment.

Funding obligated under this attachment will expire on August 31, 2021.

<table>
<thead>
<tr>
<th>NEST Parcel ID Number</th>
<th>Total Acres</th>
<th>Estimated Agricultural Land Easement Value</th>
<th>Estimated Federal Contribution</th>
<th>Parcel or Landowner Name(s)¹⁷</th>
<th>Selected for Funding (Yes or No)</th>
<th>Reflects determinations made at time parcel is identified as selected for funding only</th>
<th>Approved Cash Contribution Waiver (Yes or No)²⁰</th>
<th>Commensurate Reduction Required (Yes or No)²⁰</th>
</tr>
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<tbody>
<tr>
<td>5405461801NR1</td>
<td>78</td>
<td>$350,000.00</td>
<td>$175000.00</td>
<td>Brar, et al</td>
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<td>$315,000.00</td>
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<tr>
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<td>$187,500.00</td>
<td>Greenwood</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>5405461801NR7</td>
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<td>$150,000.00</td>
<td>$75,000.00</td>
<td>Neptune Inv</td>
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<tr>
<td>Totals</td>
<td>260</td>
<td>1,190000.00</td>
<td>$594,500.00</td>
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¹⁷ The parcel or landowner name on this attachment is for quick reference purposes only, the official NRCS identifier for the parcel is the NEST parcel ID number listed in the first column. NRCS maintains its official record of current landowner information for parcels identified on this attachment in its electronic database systems for easement records and financial transactions.

²⁰ Identify whether the parcel has received an eligible entity cash contribution waiver for projects of special significance at the time the parcel is identified as selected for funding. This attachment does not have to be updated to reflect cash contribution waivers granted after the parcel is identified as selected for funding. For all parcels, the entity must submit a copy of the NRCS waiver approval letter with the payment request for the parcel.

²² At the time the parcel is identified as selected for funding and again prior to closing, NRCS must determine landowner compliance with adjusted gross income (AGI) limitations and whether a commensurate reduction to the payment of the Federal share is needed. The outcome of the determination made at the time the parcel is selected for funding is identified on this attachment. Prior to closing, NRCS will notify the eligible entity in writing if the results of the AGI and associated commensurate reduction determinations have changed.
<table>
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<tr>
<th>NEST Parcel ID Number</th>
<th>Total Acres</th>
<th>Estimated Agricultural Land Easement Value</th>
<th>Estimated Federal Contribution</th>
<th>Parcel or Landowner Name(s) (^1)</th>
<th>Selected for Funding ((Yes\ or\ No))</th>
<th>Reflects determinations made at time parcel is identified as selected for funding only.</th>
<th>Approved Cash Contribution Waiver ((Yes\ or\ No)) (^2)</th>
<th>Commensurate Reduction Required ((Yes\ or\ No)) (^3)</th>
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\(^1\) The parcel or landowner name on this attachment is for quick reference purposes only, the official NRCS identifier for the parcel is the NEST parcel ID number listed in the first column. NRCS maintains its official record of current landowner information for parcels identified on this attachment in its electronic database systems for easement records and financial transactions.

\(^2\) Identify whether the parcel has received an eligible entity cash contribution waiver for projects of special significance at the time the parcel is identified as selected for funding. This attachment does not have to be updated to reflect cash contribution waivers granted after the parcel is identified as selected for funding. For all parcels, the entity must submit a copy of the NRCS waiver approval letter with the payment request for the parcel.

\(^3\) At the time the parcel is identified as selected for funding and again prior to closing, NRCS must determine landowner compliance with adjusted gross income (AGI) limitations and whether a commensurate reduction to the payment of the Federal share is needed. The outcome of the determination made at the time the parcel is selected for funding is identified on this attachment. Prior to closing, NRCS will notify the eligible entity in writing if the results of the AGI and associated commensurate reduction determinations have changed.

Entity Representative Initial _______  2  NRCS Representative Initial_______
AGRICULTURAL CONSERVATION EASEMENT PROGRAM (ACEP)
AGRICULTURAL LAND EASEMENT
MINIMUM DEED TERMS FOR THE PROTECTION OF AGRICULTURAL USE

1) When these terms are appended as an exhibit to the Agricultural Land Easement deed, as opposed to being inserted directly into an Agricultural Land Easement deed, this paragraph will be inserted at the bottom of the ACEP-funded Agricultural Land Easement deed:

This Agricultural Land Easement is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP). The EXHIBIT ___ is attached hereto and incorporated herein by reference and will run with the land [SELECT ONE: in perpetuity OR for the maximum duration allowed under applicable State laws]. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Protected Property identified in EXHIBIT ___ (legal description or survey) is and will remain subject to the terms and conditions described forthwith in this Addendum entitled Minimum Deed Terms For The Protection Of Agricultural Use in EXHIBIT ___ that is appended to and made a part of this easement deed.

2) When these terms are being inserted directly into an Agricultural Land Easement deed the following will be included in the deed’s introductory paragraph and recitals:

[Include in introductory paragraph after Grantor and Grantee:]

and with a right of enforcement to the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC).

[Include in Recitals:]

This [INSERT DEFINED TERM FOR EASEMENT DEED] is acquired with funds provided, in part, under the Agricultural Conservation Easement Program (ACEP) 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468 for the purpose of [SELECT ONE: protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses of OR protecting grazing uses and related conservation values by restoring and conserving] the Protected Property.

Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is [SELECT ONE: appended to this easement deed OR maintained in the files of the Grantee].

3) A fully executed copy of the Exhibit below must be attached to the ACEP funded Agricultural Land Easement deed at the time of closing and recordation or, with NRCS approval, the Section I and II terms below must be incorporated into the body of the Eligible Entity’s Agricultural Land Easement deed unmodified except for appropriate formatting changes, selecting options, removing instructional provisions, and substituting as needed, the defined term for the Parcel instead of “Protected Property.”
EXHIBIT _____

MINIMUM TERMS FOR AGRICULTURAL LAND EASMENTS

The Agricultural Conservation Easement Program, 16 U.S.C Section 3865 et seq., facilitated and provided funding for the purchase of an Agricultural Land Easement (ALE) on real property described in Exhibit ______, hereafter referred to as “the Protected Property,” for the purpose of [SELECT ONE: protecting the agricultural use and future viability, and related conservation values; by limiting nonagricultural uses of OR protecting grazing uses and related conservation values by restoring and conserving] the Protected Property.

The [LANDOWNER NAMES] (collectively Grantor), the [ELIGIBLE ENTITY NAMES] (collectively Grantee), and the United States of America (the United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC) (jointly referred to as the “Parties”) acknowledge that the ALE is acquired by the Grantee to [SELECT ONE: protect the agricultural use and future viability, and related conservation values; by limiting nonagricultural uses of OR protect grazing uses and related conservation values by restoring and conserving] the Protected Property. Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is [SELECT ONE: appended to this easement deed OR maintained in the files of the Grantee].

In order to ensure compliance with the Agricultural Conservation Easement Program, 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, the following rule of interpretation will govern any and all inconsistencies between the ALE and this Exhibit. Notwithstanding any other provision of the ALE, the Parties agree that all present and future use of the Protected Property is and will remain subject to all of the following terms and conditions identified in Section I and II. If the terms and conditions in Section I and II are inconsistent with terms and conditions in other sections of the ALE, Section I and II will control; provided, however, that if other sections of the ALE have terms and conditions that are consistent with, but more restrictive to the rights of the Grantor than the terms and conditions in Section I, Paragraphs 1, 2, and 3, those more restrictive terms and conditions will control. If other sections of the ALE are more restrictive to the rights of the Grantor than Section I Paragraph 4 and 5 and Section II then Section I Paragraph 4 and 5 and Section II will control.

SECTION I - MINIMUM CONSERVATION DEED RESTRICTIONS

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Protected Property as a whole.

The terms and conditions of the ALE run with the land and are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them must comply with all terms and conditions of this easement, including the following:

1. Agricultural Land Easement Plan. As required by 16 U.S.C. Section 3865a, agricultural production and related uses of the Protected Property are subject to an ALE Plan that promotes the long-term viability of the land to meet the ALE purposes. The ALE Plan and any revisions thereto must be approved by the Grantor, the Grantee, and NRCS. Grantor agrees the use of the property will be subject to the ALE Plan on the Protected
The ALE Plan is incorporated by reference and must not include any provisions inconsistent with the conservation purposes of this ALE. The Grantee and Grantor agree to update the ALE Plan in the event the agricultural uses or ownership of the Protected Property change. A copy of the current ALE Plan is kept on file with the Grantee.

The Grantee must take all reasonable steps to secure compliance with the ALE Plan. In the event of substantial or ongoing noncompliance with the ALE Plan or the requirement to update the ALE Plan, NRCS may notify the Grantee. NRCS will give the Grantee and Grantor a reasonable amount of time, not to exceed 180 days, to take corrective action. If Grantee fails to enforce the terms of the ALE, including, but not limited to compliance with the ALE Plan, the United States may exercise its right of enforcement.

2. Limitation on Impervious Surfaces. Impervious surfaces will not exceed [Insert approved impervious surface percentage] [Note: if greater than 2 percent, a written waiver from the Chief of NRCS or authorized designee (Chief of NRCS) is required], of the Protected Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this ALE.

Include the following if limited subdivision is allowed below: [In the event the Protected Property is subdivided as provided for in Section I, Paragraph (3)(A), the total cumulative impervious surface of the subdivided parcels must not exceed the impervious surface limitation referenced above. The Grantor, with Grantee approval, will allocate the impervious surface limit among the subdivided parcels and ensure said impervious surface limitation is clearly defined in each subdivided parcel’s recorded instrument.]

3. Limitations on Nonagricultural Uses. Any activities inconsistent with the purposes of the ALE are prohibited. [Note: The term “ALE grassland enrollments” refers to both general ALE grazing uses enrollments or ALE Grassland of Special Environmental Significance enrollments (GSS).] [Also include the following sentence for ALE grassland enrollments: The provisions of this ALE limit the types of agricultural operations that can occur on the Protected Property to those that restore or conserve grassland, and protect grazing uses, and related conservation values]. The following activities are inconsistent with the purposes of ALE and are specifically prohibited, subject to the qualifications stated below:

(A) Subdivision – [Select Option 1, 2, or 3.]

[Option 1] Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited [Where required by State law the following may be inserted: except where State or local regulations explicitly require subdivision to construct residences for employees working on the Protected Property. Grantor must provide written notice and evidence of such requirements to Grantee and the Chief of NRCS or the Chief’s authorized designee (Chief of NRCS) prior to division of the Protected Property.]
[Option 2] The Protected Property must not be divided or subdivided into, or separately conveyed as, more than _____ farm or ranch parcels (____ divisions allowed), the boundaries and the allocation of the impervious surface limitation of which have been identified in EXHIBIT ___, which is appended to and made a part of this ALE. To protect the [SELECT ONE: agricultural use and future agricultural viability OR the grassland, grazing uses], and related conservation values of the Protected Property, the boundaries of such divisions have been preapproved in writing by Grantee and the Chief of NRCS or authorized designee of the Chief of NRCS. Deviations from the identified boundaries will not be allowed. Grantor must give Grantee and the Chief of NRCS written notice prior to subdividing, dividing, or separately conveying a parcel of the Protected Property.

[Option 3] The Protected Property must not be divided or subdivided into, or separately conveyed as, more than _____ farm or ranch parcels (____ divisions allowed). To protect the [SELECT ONE: agricultural use and future agricultural viability OR the grassland, grazing uses], and related conservation values of the Protected Property, the boundaries of such divisions must be approved in writing by Grantee and the Chief of NRCS or the authorized designee of the Chief of NRCS before any such division, subdivision, or separate conveyance occurs. The Chief of NRCS may only approve the division, subdivision, or separate conveyance of the Protected Property into separately conveyable farm or ranch parcels when—

1. The Grantee requests the Chief of NRCS approval to subdivide the Protected Property into separate farm or ranch parcels, after receiving a request from the Grantor;

2. The Grantor certifies to the Chief of NRCS that the requested subdivision is required to keep all farm or ranch parcels in production and viable for agriculture use and that separate conveyance of the Protected Property farm or ranch parcels will move the land from one agricultural operation to another; and

3. The Chief of NRCS determines that the—

   a. Parcels resulting from the subdivision of the Protected Property will meet ACEP land eligibility requirements of 16 U.S.C. Section 3865 et seq. as enacted on the date the original parcel was enrolled in ACEP, including the allocation of the impervious surface limitation between the subdivided parcels, and

   b. The resulting parcel will not be below the median size of farms in the county or parish as determined by most recent United States Department of Agriculture’s National Agricultural Statistical Survey (NASS).

(B) Industrial or Commercial Uses – Industrial or commercial activities on the Protected Property are prohibited except for the following:

   (i) Agricultural production and related uses conducted as described in the ALE Plan

   (ii) The sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being
(iii) Temporary or seasonal outdoor activities or events that do not harm the agricultural use or grazing and grassland use, future viability, and related conservation values of the Protected Property herein protected

(iv) Commercial enterprises related to agriculture or forestry including but not limited to [Select those consistent with ALE purposes for the Protected Property: agritourism, processing, packaging, and marketing of farm or forest products, farm machinery repair, and farm wineries] [For properties that contain historical or archaeological resources the following may be inserted: Commercial enterprise activities related to interpretation of the Protected Property’s historic or archaeological resources.]

(v) Small-scale commercial enterprises compatible with agriculture or forestry, including but not limited to cafés, shops, and studios for arts or crafts

(C) Construction on the Protected Property – All new structures and improvements must be located within the Building Envelopes, containing approximately _____ acres and described in EXHIBIT _____, which is appended to and made a part of the ALE.

[Include the following subparagraph if future building envelope adjustments may be considered: The boundaries and location of the Building Envelopes may be adjusted if Grantee and the Chief of NRCS provide prior written approval of the adjusted boundaries and location. The Building Envelopes may not increase in size and the adjusted Building Envelopes must provide equal or greater protection of the [SELECT ONE: agricultural use and future agricultural viability OR the grassland, grazing uses], and related conservation values of the Protected Property.]

Agricultural structures and utilities to serve approved buildings or structures, including on-farm energy structures allowed under Section I, Paragraph (4)(C) that neither individually nor collectively have an adverse impact on the [SELECT ONE: agricultural use and future agricultural viability OR grassland, grazing uses] and related conservation values of the Protected Property, may be built outside of the Building Envelope with prior written approval of the Grantee provided that the agricultural structures or utilities are consistent with the ALE Plan described Section I, Paragraph 1.

New roads may be constructed if they are approved in advance by Grantee, within impervious surface limits, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property. [The preceding sentence must be struck for ALE grassland enrollments].

Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Fences may be maintained and replaced and new fences installed if they are necessary for agricultural operations on the Protected Property or to mark boundaries of the Protected Property. [For ALE
Grassland enrollments replace the preceding sentence with: Fences may be maintained and replaced and new fences installed only in accordance with the ALE Plan and consistent with grassland species management requirements identified in the ALE Plan.

(D) Granting of Easements for Utilities and Roads – The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the [SELECT ONE: agricultural use and future agricultural viability OR grassland, grazing uses], and related conservation values of the Protected Property as determined by the Grantee in consultation with the Chief of NRCS.

(E) Surface Alteration – Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except as follows:

(i) Dam construction in accordance with an ALE Plan to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement or creation

(ii) Erosion and sediment control pursuant to a plan approved by the Grantee

(iii) Soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the conservation purpose of this Easement

(iv) [SELECT ONE: Agricultural activities OR Grazing uses or grassland restoration] and related conservation activities conducted in accordance with the ALE Plan

(F) Oil, Gas, or Mineral Exploration and Extraction – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this ALE or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from Protected Property is prohibited. [Include the following subparagraph if a limited allowance for agricultural purposes may be authorized: Provided however, limited mining activities for materials (e.g., sand, gravel, or shale) used for agricultural operations on the Protected Property is allowed where the extraction of materials used for such agricultural operations is limited, localized, and small with a defined area and acreage identified in EXHIBIT _____ and does not harm the conservation values or the agricultural uses of the Protected Property.]

If a third party owns or leases the oil, natural gas, or any other mineral substance at the time this ALE is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph (F).

The following may be inserted to qualify the above if Grantee chooses to allow oil and gas exploration and extraction as an alternative to a complete prohibition on oil or gas exploration and extraction on the Protected Property – Beginning of Optional Additional Oil and Gas Language: Oil and gas exploration and extraction on the Protected Property is allowed in accordance
with this Paragraph (F), if approved by Grantee and Chief of NRCS. Grantee and Grantor must demonstrate that such exploration and extraction of oil and gas is—

(i) Not accomplished by any surface mining method;

(ii) Accomplished by a method of extraction, production, and transport that has no more than a limited and localized impact that does not harm the agricultural use or conservation values of the Protected Property;

(iii) Within the impervious surface limits of the ALE; and

(iv) Subject to a plan that includes provisions for oil and gas exploration and extraction.

Any mineral leases or other conveyances of minerals entered into or renewed after the date of this ALE Deed are subordinate to the terms of this Deed and will incorporate by reference this Deed.

Impervious surfaces as defined in [Insert Citation to Impervious Surface Limitation] of this Easement will include any surface disturbance or impervious surfaces associated with oil and gas exploration and extraction associated with uses allowed by this paragraph. End of Alternate Oil and Gas Language]

[Include the following paragraph for all ALE Grassland Enrollments: (G) Crop Cultivation. Except for grazing uses and grassland restoration and conservation, the cultivation or production of crops, nonperennial forages for human or domestic animal consumption, crop seed production, or planting of orchards, vineyards, berries, tree farms, or other perennial nongrassland agricultural product is prohibited.]

4. Preserving Agricultural Uses. The provisions of this ALE Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long-term viability of the Protected Property, ALE Plan, and ALE purposes. [The preceding sentence must be struck for ALE grassland enrollments.] No uses will be allowed that violate Federal laws, including Federal drug laws or that decrease the ALE’s protection for [SELECT ONE: the agricultural use and future viability, and related conservation values OR the grazing uses and related conservation values or adversely impact the restoration or conservation of the grassland, and related conservation values] of the Protected Property. Allowed uses of the Protected Property include the specific uses allowed in Section I, Paragraph (3)(B) (i)-(v) and the following activities, subject to the qualifications stated below:

(A) Agricultural Production – The production, processing, and marketing of [SELECT ONE: agricultural crops and livestock OR livestock and agricultural products compatible with restoration and conservation of grassland, grazing uses, and related conservation values] is allowed provided it is conducted in a manner consistent with the terms of the ALE Plan described in Section I, Paragraph 1.

(B) Forest Management and Timber Harvest – Forest management and timber harvesting is allowed,
provided it is carried out, to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property. In addition, if the Protected Property contains contiguous forest that exceeds the greater of 40 acres or 20 percent of the easement area then forest management and timber harvesting must be performed in accordance with a written forest management plan. The forest management plan must be prepared by a professional resource manager, in consultation with the Grantee. A forest management plan will not be required for the following allowed noncommercial activities: cutting of trees for the construction of allowed roads, utilities, buildings, and structures on the Protected Property, cutting of trees for trail clearing, cutting of trees for domestic use as firewood or for other domestic uses by Grantor, removal of trees posing an imminent hazard to the health or safety of persons or livestock, or removal of invasive species.

(C) On-Farm Energy Production – Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained within impervious surface limits, with minimal impact on the conservation values of the Protected Property and consistent with the purposes of the ALE.

[Include the following paragraph any time the property is in grassland use, is an ALE grassland enrollment, or funded for conservation purposes that include conserving or restoring grassland uses or grassland dependent species: (D) Grassland Uses of the Protected Property – Grantors are allowed to graze, hay, harvest for hay and noncrop seed production, mow, construct fire breaks, conduct fire suppression and rehabilitation activities, and conduct common grazing practices, including cultural practices, consistent with the provisions and conservation purposes of this Easement. The term "common grazing practices" means those practices customary to the region where the Protected Property is located related to livestock grazing, forage management, and maintenance of infrastructure required to conduct livestock grazing on the Protected Property. Grantors must not hay, mow, or harvest for seed during certain nesting seasons for birds whose populations are in significant decline as identified in the ALE Plan. Determinations of nesting seasons for birds whose populations are in significant decline and the areas of the property affected by this restriction will be set forth within the ALE Plan for the Protected Property that has been approved by Grantor, Grantee, and NRCS.]

[Include the following paragraph if Land Eligibility is based on the presence of historical or archaeological resources or the project received ranking points for the multifunctional benefits of agricultural land protection for historical and archaeological resources:

5. Historic or Archaeological Resources. Existing archaeologically, culturally, or historically significant features on the Protected Property including, but not limited to, such features as documented in the Baseline Documentation Report, must be maintained consistent with the guidelines provided in The Secretary of Department of the Interior’s Standards for the Treatment of Historic Properties pursuant to 36 CFR Part 68, as amended. The up-to-date version of such guidelines must be maintained by Grantee in the Baseline Documentation and made available to Grantor upon request. The archaeologically, culturally, or historically significant features may not be altered or removed without Grantee’s prior written approval, which approval will not be given except where the proposed activity is accomplished in accordance with the guidelines provided in the Secretary of the Department of the Interior’s Standards for the Treatment of Historic Properties.]
SECTION II - PROTECTION OF THE UNITED STATES' INTERESTS

1. United States Right of Enforcement. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE are not enforced by the holder of the ALE. The Secretary of the United States Department of Agriculture (the Secretary) or the Secretary’s assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this Easement from the Grantor, including, but not limited to, attorney’s fees and expenses related to Grantor’s violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this Easement from the Grantee, including, but not limited to, attorney’s fees and expenses related to Grantee’s violations or failure to enforce the easement against the Grantor up to the amount of the United States contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE and ALE Plan. If the annual monitoring report is insufficient or is not provided annually, or if the United States has evidence of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE, the ALE Plan, and the United States Cooperative Agreement with the Grantee, the United States will have reasonable access to the Protected Property with advance notice to Grantee and Grantor or Grantor’s representative.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of these restrictions and will give notice to Grantee and Grantor or Grantor’s representative at the earliest practicable time.

2. General Disclaimer and Grantor Warranty. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee’s or Grantor’s negligent acts or omissions or Grantee’s or Grantor’s breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State, or local laws, including all Environmental Laws including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys’ fees and attorneys’ fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys’ fees and attorneys’ fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor’s negligent acts, omissions, or breach of any
3. **Environmental Warranty.** Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys’ fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor’s indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee on the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

“Environmental Law” or “Environmental Laws” means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

“Hazardous Materials” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

4. **Extinguishment, Termination, and Condemnation.** The interests and rights under this Agricultural Land Easement may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this ALE, the United States must review and approve any proposed extinguishment, termination, or condemnation action that may affect its Federal interest in the Protected Property.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the fair market value of the ALE is ________ percent, hereinafter the “Proportionate
Share,” of the fair market value of the land unencumbered by this ALE. The Proportionate Share will remain constant over time.

If this ALE is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this ALE. The fair market value will be determined at the time all or a part of this ALE is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the Grantee or its designee, __________ percent of the Proportionate Share; and (b) to the United States __________ percent of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor’s successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

5. Amendment. This ALE may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the purposes of this ALE and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended ALE, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.
I. APPLICABLE REGULATIONS

a. The recipient, and recipients of any subawards under this award, agree to comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

   (1) 2 CFR Part 25, “Universal Identifier and System of Award Management”
   (2) 2 CFR Part 170, “Reporting Subaward and Executive Compensation Information”
   (3) 2 CFR Part 180, “OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)”
   (4) 2 CFR Part 182, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)”
   (5) 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards”

b. The recipient, and recipients of any subawards under this award, assure and certify that they have and/or will comply with the following regulations, as applicable. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

   (1) 2 CFR Part 175, “Award Term for Trafficking in Persons”
   (2) 2 CFR Part 417, “Nonprocurement Debarment and Suspension”
   (3) 2 CFR Part 418, “New Restrictions on Lobbying”
   (4) 2 CFR Part 421, “Requirements for Drug-Free Workplace (Financial Assistance)”

c. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR and http://www.ecfr.gov/.

   (1) 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards”
II. UNALLOWABLE COSTS

The following costs are not allowed:

   a. Costs above the amount authorized for the project
   b. Costs incurred after the expiration of the award including any no-cost extensions of time
   c. Costs that lie outside the scope of the approved project and any amendments thereto
   d. Compensation for injuries to persons or damage to property arising from project activities

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, “Subpart E - Cost Principles”, or direct specific inquiries to the NRCS administrative contact identified in the award.

III. CONFIDENTIALITY

   a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of NRCS.

   b. The recipient’s personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

   c. The recipient agrees to comply with NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791.

   d. The recipient agrees to comply with the “Prohibition Against Certain Internal Confidentiality Agreements:"

      1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

      2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.

      3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

      4. If NRCS determines that you are not in compliance with this award provision, NRCS:
         a. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law;
         b. May pursue other remedies available for your material failure to comply with award terms and conditions.
IV. PRIOR APPROVAL REQUIREMENTS

The following are the most common situations requiring prior approval. However, the recipient is also bound by any other prior approval requirements of the applicable administrative provisions and Federal cost principles.

a. Purpose or Deliverables.—When it is necessary for the recipient to modify the purpose or deliverables, the recipient must submit a written request and justification for the change along with the revised purpose or deliverables of the award to the NRCS administrative contact. The request should contain the following:
   1. Grant or agreement number
   2. Narrative explaining the requested modification to the project purpose or deliverables
   3. A description of the revised purpose or deliverables
   4. Signatures of the authorized representative, project director, or both

b. Subaward/contractual Arrangement.—The recipient must submit a justification for the proposed subaward/contractual arrangements, a statement of work to be performed, and a detailed budget for the subaward/contract to the NRCS administrative contact. Subaward/contractual arrangements disclosed in the application do not require additional postaward approval.

c. Absence or Change in Project Leadership.—When a project director or the person responsible for the direction or management of the project—

   1. Relinquishes active direction of the project for more than 3 consecutive months or has a 25 percent or more reduction in time devoted to the project, the grantee must notify the NRCS administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications and the signature of the replacement, signifying his or her willingness to serve on the project.
   2. Severs his or her affiliation with the grantee, the grantee’s options include—
      i. Replacing the project director. The grantee must request written approval of the replacement from the NRCS administrative contact and must include the qualifications and the signature of the replacement signifying his or her willingness to serve on the project.
      ii. Subcontracting to the former project director’s new organization. The grantee must request approval from the administrative contact to replace the project manager and retain the award, and to subcontract to the former project director’s new organization certain portions of the project to be completed by the former project director.
      iii. Relinquishing the award. The grantee must submit to the NRCS administrative contact a signed letter by the grantee and the project director that indicates that the grantee is relinquishing the award. The letter must include the date the project director is leaving and a summary of progress to date. A final Standard Form (SF) 425 reflecting the total amount of funds spent by the recipient must be attached to the letter.
   3. Transfers the award to his or her new organization, the authorized organization’s representative at the new organization must submit the following to the NRCS administrative contact as soon as the transfer date is firm and the amount of funds to be transferred is known:
i. The forms and certifications included in the application package

ii. A project summary and work statement covering the work to be completed under the project (deliverables and objectives must be the same as those outlined in the approved proposal)

iii. An updated qualifications statement for the project director showing his or her new organizational affiliation

iv. Any cost-sharing requirements under the original award transfer to the new institution; therefore, cost-sharing information must be included in the proposal from the new organization

Note: The transfer of an award from one organization to another can take up to 90 calendar days to accomplish, which may result in a delay in the project director resuming the project at the new organization.

d. Budget Revisions.—Budget revisions will be in accordance with 2 CFR Part 200.308.

e. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient must submit a written request to the NRCS administrative contact no later than 30 calendar days before the expiration date of the award. The request must contain the following:
   ▪ The length of additional time required to complete the project and a justification for the extension
   ▪ A summary of progress to date
   ▪ An estimate of funds expected to remain unobligated on the scheduled expiration date
   ▪ A projected timetable to complete the portions of the project for which the extension is being requested
   ▪ Signature of the grantee and the project director
   ▪ A status of cost sharing to date (if applicable)

Note: An extension will not exceed 12 months. Requests for no-cost extensions received after the expiration of the award will not be granted.

V. PAYMENTS

a. Payment by NRCS to the entity will be made monthly or quarterly (whichever is mutually agreed upon by both parties) on a reimbursable or advanced basis upon completion of work outlined herein. Payment will be executed upon the submission of a properly executed form SF-270 with supporting documentation. The SF-270 must cite the agreement number, remittance address, and billing period. The SF-270 must be sent to the NRCS administrative contact at the email address identified in block 8 of the Notice of Grant/Agreement Award.

b. Unless otherwise specified in the award, the recipient must receive payments through electronic funds transfers.

c. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant to procedures contained in the Federal administrative provisions and 31 CFR Part 205.

d. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the grantee makes advance payments to contractors, the grantee must ensure
that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Payment requests from the grantee’s contractors will not be sent to NRCS for review or approval.

e. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient.

VI. ACCRUALS

a. Recipients must submit an accrual estimate to the NRCS Program/Technical no later than 15 calendar days prior to the end of the quarter (submit by March 15, June 15, September 15 and December 15th).

b. An accrual represents the value of goods or services provided to NRCS for which you have not requested payment. The quality and completeness of NRCS audited financial statements depends on your continuing cooperation and timely information.

c. At a minimum, the signed accrual statement should include, “Under agreement number ____, at the close of the quarter ending ____, we have provided or anticipate providing goods or services that we have not requested payment for in the amount of $____.” Include the name and title of the person preparing the accrual estimate.

VII. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 and 425A, in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Quarterly Schedule</th>
<th>Report Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 1 to December 31</td>
<td>January 31</td>
</tr>
<tr>
<td>January 1 to March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>April 1 to June 30</td>
<td>July 31</td>
</tr>
<tr>
<td>July 1 to September 30</td>
<td>October 31</td>
</tr>
</tbody>
</table>

Reports must be submitted on an accrual accounting basis. Failure to submit reports in accordance with the above schedule may result in suspension or termination of award.

b. A final Report must be submitted no later than 90 calendar days after the completion of the award. For final FFRs, reporting end date must be the end date of the project or agreement period. The reports should be submitted to the NRCS administrative contact identified in award notifications.

VIII. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to NRCS. If the project involves subaward arrangements, the recipient is also responsible for
monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. Every 6 months the recipient must submit a written progress report. Each report must cover—
   1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.
   2. The reasons why goals and objectives were not met, if appropriate.
   3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit cost.

c. The recipient must submit a final performance report within 90 calendar days after completion of project.

IX. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A non-Federal entity that expends $750,000 or more during the non-Federal entity’s fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

X. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

b. Employees of NRCS will participate in efforts under this agreement solely as representatives of the United States. To this end, they may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, NRCS employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in efforts regarding such parties until approved by the agency.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement.

XI. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

   Acquisitions Division
Grants and Agreements Services Branch
1400 Independence Avenue, SW.
Room 6823 South Building
Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require
the patentee to license others in certain circumstances, and requires that anyone exclusively
licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of NRCS support must appear in the publication of any
material, whether copyrighted or not, and any products in electronic formats (World Wide Web
pages, computer programs, etc.) that is substantially based upon or developed under this award:

- "This material is based upon work supported by the Natural Resources Conservation
Service, U.S. Department of Agriculture, under number [recipient should enter the
applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published
in scientific journals, must include the following statement:

- "Any opinions, findings, conclusions, or recommendations expressed in this publication
are those of the author(s) and do not necessarily reflect the views of the U.S. Department
of Agriculture."

e. All publications printed with Federal Government funds will include the most current USDA
nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division,
or on the USDA and NRCS home pages. If the material is too small to permit the full
nondiscrimination statement to be included, the material must, at a minimum, include the
statement:

- "USDA is an equal opportunity provider and employer." Any publication prepared with
funding from this agreement must include acknowledgement to USDA, Natural Resources
Conservation Service."

The recipient is responsible for ensuring that an acknowledgment of NRCS is made during
news media interviews, including popular media such as radio, television, and news magazines,
that discuss in a substantial way work funded by this award.

XII. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other
projects may not be counted toward meeting the specific cost-share requirement of this
award, and must come from non-Federal sources unless otherwise stated in the applicable
program announcement.

b. Should the recipient become aware that it may be unable to provide the cost-sharing amount
identified in this award, it must—
   1. Immediately notify the NRCS administrative contact of the situation.
   2. Specify the steps it plans to take to secure replacement cost sharing.
   3. Indicate the plans to either continue or phase out the project in the absence of cost
      sharing.
c. If NRCS agrees to the organization’s proposed plans, the recipient will be notified accordingly. If the organization’s plans are not acceptable to NRCS, the award may be subject to termination. NRCS modifications to proposed cost sharing revisions are made on a case-by-case basis.

d. Failure by the recipient to notify NRCS in accordance with paragraph (b) above may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by NRCS of some of the NRCS funds provided under the award, and possible termination of the award, and may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

e. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well records of costs to be paid by NRCS. If the recipient’s cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XIII. PROGRAM INCOME

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the recipient’s own policies. General program income earned under this award during the period of NRCS support must be added to total project funds and used to further the purpose and scope of this award or the legislation under which this award is made.

XIV. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to use such funds to purchase only American-made equipment and products. Title to non expendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by NRCS of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than $5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to NRCS. However, if the per-unit fair market value is $5,000 or more, the recipient must submit a written request to the NRCS administrative contact for disposition instructions.

XV. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of NRCS to the recipient is the amount of funds indicated in the award as obligated by NRCS. However, in the event that an erroneous amount is stated on the approved budget, or any supporting document relating to the award, NRCS will have the unilateral right to make the correction and to make an appropriate adjustment in the NRCS share of the award to align with the Federal amount authorized.

XVI. MODIFICATIONS AND TERMINATIONS

NRCS may amend or modify the award through an exchange of correspondence between authorized officials of the recipient and NRCS. The award is subject to termination if NRCS determines that the recipient has failed to comply with the terms and conditions of the award. In the event that the award is terminated, the financial obligations of the parties will be those set forth in 2 CFR Part 200.339.
XVII. AWARD CLOSEOUT

Award closeout is the process by which NRCS determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed.
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

<table>
<thead>
<tr>
<th>Initial</th>
<th>Date</th>
<th>Date Received in Council Office</th>
<th>Agenda Date</th>
<th>Assigned to</th>
</tr>
</thead>
<tbody>
<tr>
<td>JH</td>
<td></td>
<td></td>
<td>9/11/18</td>
<td>Public Works</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Committee</td>
</tr>
</tbody>
</table>

Division Head:

Dept. Head: JH 8/30/18

Prosecutor: CO 8/30/18

Purchasing/Budget:

Executive: TIL 8/31/18

TITLE OF DOCUMENT:
Annual Presentation of Bicycle and Pedestrian Advisory Committee

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.)

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.
**TITLE OF DOCUMENT:**
Resolution in the matter of the Whatcom County Six-Year Transportation Improvement Program for the years 2019 through 2024

**ATTACHMENTS:**
1. Memo to County Executive and Council
   Attachment “A” – Removed and Added Projects
   Attachment “B” – 2019-2024 Capital Project Priority Order and Financial Distribution by Year
   Attachment “R1-R33, B1-B16, F1-F4, Y1-Y8” – Project Summary Sheets
   Attachment “C1-C3” – Road Fund Balance, Revenue, Expenditure
   Attachment “D” – Roadway Priority Rating Program
   Attachment “E” – Annual Bridge Report
2. 2019-2024 Six Year Transportation Improvement Program Resolution
   Exhibit “A” – 2019-2024 Six-Year Transportation Improvement Program
   Exhibit “B” – 2019-2032 Fourteen-Year Ferry Capital Program

**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** (If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)
Each year the County is required to update its Six-Year Transportation Improvement Program (STIP), per RCW 35.77.010 and RCW 36.81.121. The STIP includes the capital elements of the first six years of the Fourteen-Year Ferry Program. The STIP is intended as a planning tool for local, state and federally funded projects and is designed to identify projects for preliminary engineering, right-of-way purchase and/or construction.

**COMMITTEE ACTION:**

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

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

Through: Jon Hutchings, Director

From: Joseph P. Rutan, P.E., County Engineer/Assistant Director

Date: August 28, 2017

Re: Six-Year Transportation Improvement Program, 2019-2024
PW Committee Work Session, Introduction, Public Hearing and Adoption

Requested Action:
The Department of Public Works requests that a Council Public Works Committee work session be scheduled for September 11th, for discussion of the information attached to this memorandum regarding the 2019-2024 Six-Year Transportation Improvement Program (STIP). If approved by the Committee we request that the STIP Resolution and its associated exhibits, 2019-2024 Six-Year Transportation Improvement Program and 2019-2032 Fourteen-Year Ferry Capital Program, be introduced at that evenings County Council meeting. We then request that a public hearing be advertised for and held at the September 25th County Council meeting, with the resolution potentially adopted at said meeting.

Background and Purpose:
Each year the County is required to update its Six-Year Transportation Improvement Program, per RCW 35.77.010 and RCW 36.81.121. The County is also required to prepare a Fourteen-Year Ferry Capital Program each year per RCW 36.54.015 and an Annual Bridge Report per RCW 36.81.121. The STIP includes the capital elements of the first six years of the Fourteen-Year Ferry Capital Program which is Exhibit “B” of the resolution.

Information:

1- Memorandum to County Executive and Council
Attachment “A” – Removed and Added Projects
Attachment “B” - 2019-2024 Capital Projects List
Attachment “R1-R33, B1-B16, F1-F4, Y1-Y8” – Project Summary Sheets
Attachment “C1” - Road Fund Balance Projections
Attachment “C2” - Road Fund Revenue Projections
Attachment “C3” - Road Fund Expenditure Projections
Attachment “D” - Roadway Priority Rating Program
Attachment “E” – Annual Bridge Report

Attachment “A” is a simplified form of Exhibit “A” to the STIP. This is being provided in order to facilitate the Public Works Committee work session.

2- 2019-2024 Six Year Transportation Improvement Program Resolution
Exhibit “A”- 2019-2024 Six-Year Transportation Improvement Program
Exhibit “B”- 2019-2032 Fourteen-Year Ferry Capital Program
RESOLUTION NO. __________

WHATCOM COUNTY SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM
FOR THE YEARS 2019 THROUGH 2024

WHEREAS, pursuant to RCW 36.81.121, Whatcom County is required to prepare and approve a Six-Year Transportation Improvement Program each year; and

WHEREAS, pursuant to RCW 36.54.015, Whatcom County is required to prepare a Fourteen-Year Ferry Capital Program each year; and

WHEREAS, the Road Priority Array and the Annual Bridge Report were made available to the legislative authority during the preparation of this program; and

WHEREAS, following approval of the Six-Year Transportation Improvement Program, the law requires an annual review of the work accomplished under the program and a determination of current transportation needs; and

WHEREAS, based upon the findings of the annual review, and after a public hearing, a Six-Year Transportation Improvement Program shall be approved; and

WHEREAS, pursuant to RCW 36.81.121, the Six-Year Transportation Improvement Program and Fourteen-Year Ferry Capital Program must be consistent with the County comprehensive plan pursuant to RCW 36.70A; and

WHEREAS, the Six-Year Transportation Improvement Program attached hereto as Exhibit "A" has been reviewed and determined to be consistent with the County's comprehensive plan; and

WHEREAS, the Fourteen-Year Ferry Capital Program attached hereto as Exhibit "B" has been reviewed and determined to be consistent with the County's comprehensive plan;
NOW, THEREFORE, BE IT RESOLVED by the Whatcom County Council as follows:

1. That the Whatcom County Six-Year Transportation Improvement Program for the years 2019 through 2024, which is attached hereto as Exhibit "A", including the capital elements of the first six-years of the Fourteen-Year Ferry Capital Program, which is attached hereto as Exhibit "B", is hereby approved.

2. That the County Engineer is directed to file a copy of the same with the County Road Administration Board and the State Secretary of Transportation.

APPROVED this ____ day of ________, 2018.

ATTEST: 

WHATCOM COUNTY COUNCIL  
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council  
Rud Browne, Chair of the Council

APPROVED AS TO FORM:

Chris Quinn, Civil Deputy Prosecutor
Attachment “A”
2019-2024 Six Year Transportation Improvement Program (STIP)
Project Removals & Additions
-Not complete list of all changes-

Projects Removed from 2018-2023 STIP:

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Title</th>
<th>Reason/Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>R9</td>
<td>Bennett Drive, Marine Dr. to W. Bakerview</td>
<td>City Annexation</td>
</tr>
<tr>
<td>R10</td>
<td>Lummi View Drive Bank Stabilization</td>
<td>Reduced Risk from Failure</td>
</tr>
<tr>
<td>R27</td>
<td>Airport Drive Subsurface Repair</td>
<td>Completed 2018</td>
</tr>
<tr>
<td>B1</td>
<td>Slater Road/Jordan Creek Bridge</td>
<td>Completed 2017 or 2018</td>
</tr>
<tr>
<td>F2</td>
<td>Ferry Terminal Electrical Project</td>
<td>Completed 2017</td>
</tr>
</tbody>
</table>

Projects Added to 2019-2024 STIP:

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Title</th>
<th>Reason/Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>R19</td>
<td>Birch Bay Lynden Rd/Blaine Rd.</td>
<td>Intersection Improvements</td>
</tr>
<tr>
<td>R29</td>
<td>E. Smith Rd, Hannegan Rd. to Everson Goshen Rd.</td>
<td>Pavement Rehabilitation – RAPP Funds</td>
</tr>
<tr>
<td>R30</td>
<td>Birch Bay Lynden Rd., Enterprise Rd. to Rathbone Rd.</td>
<td>Pavement Rehabilitation – Rapp Funds</td>
</tr>
<tr>
<td>R31</td>
<td>ADA Barrier Removal</td>
<td>ADA Transition Plan</td>
</tr>
<tr>
<td>R32</td>
<td>Small Area Paving</td>
<td>Misc. pavement repair needs</td>
</tr>
<tr>
<td>R33</td>
<td>Samish Way/Galbraith Lane Crosswalk</td>
<td>Coordination with COB Parking Lot Development</td>
</tr>
<tr>
<td>B15</td>
<td>Mosquito Lake Rd/Hutchinson Creek Tributary</td>
<td>Fish Passage</td>
</tr>
<tr>
<td>B16</td>
<td>North Fork Road/Kenny Creek</td>
<td>Fish Passage</td>
</tr>
</tbody>
</table>
# 2019-2024 Six Year Transportation Improvement Program

Financial Distribution by Year

8/29/2017

Project Costs in Thousands of Dollars

Attachment "B"

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
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<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>R1</td>
<td>Birch Bay Drive &amp; Pedestrian Facility</td>
<td>7,450</td>
<td>1,610</td>
<td>5,840</td>
<td>4,000</td>
<td>3,250</td>
<td>200</td>
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<td>0</td>
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<tr>
<td>R2</td>
<td>Lake Whatcom Blvd, Water Quality Improvements</td>
<td>100</td>
<td>0</td>
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<td>25</td>
<td>20</td>
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<td>0</td>
</tr>
<tr>
<td>R3</td>
<td>Horton Road, Northwest Drive to Aldrich Road</td>
<td>157</td>
<td>0</td>
<td>157</td>
<td>90</td>
<td>67</td>
<td>0</td>
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<tr>
<td>R4</td>
<td>Slater Road &amp; Northwest Drive</td>
<td>50</td>
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<tr>
<td>R5</td>
<td>Slater Road, I5 Interchange to 0.10m E. of Pacific Hwy</td>
<td>50</td>
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<td>R6</td>
<td>Slater Road, Northwest Drive to Aldrich Road</td>
<td>50</td>
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<td>R7</td>
<td>Smith Road &amp; Northwest Drive</td>
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<td>0</td>
<td>100</td>
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<tr>
<td>R8</td>
<td>Roadway Frost Depth Detectors</td>
<td>325</td>
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<td>325</td>
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<td>Marine Drive, Locust Avenue to Aldenwood Avenue</td>
<td>3,026</td>
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<td>North Shore Road, Bellingham City Limits to Y Road</td>
<td>100</td>
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<td>R13</td>
<td>Slater Rd/Haxton Way</td>
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<td>10</td>
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<td>R15</td>
<td>East Smith Road &amp; Hannegar Road</td>
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<td>Guardrail Safety Program</td>
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<td>Turkington Road/Jones Creek</td>
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<td>275</td>
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<td>R19</td>
<td>Birch Bay Lynden/Blaine Rd.</td>
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<td>Lincoln Road - II, Harborview Road to SR 548 (Blaine Road)</td>
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<td>50</td>
<td>5</td>
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<tr>
<td>R21</td>
<td>Marine Drive II, Aldenwood Avenue to Bridge No. 172</td>
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<td>R22</td>
<td>Hemmi Road Flood Mitigation</td>
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<td>R23</td>
<td>Innis Creek Road</td>
<td>15</td>
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<td>R24</td>
<td>Larrabee Road Flood Mitigation</td>
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<td>0</td>
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<tr>
<td>R25</td>
<td>Lakeway Drive Corridor Improvements</td>
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<tr>
<td>R26</td>
<td>Ferndale Road/Levee Improvements</td>
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<td>50</td>
<td>50</td>
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<td>Abbott Road/Levee Improvements</td>
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<td>R28</td>
<td>Northwest Drive, City of Bellingham to Axton Road</td>
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<td>75</td>
<td>1,425</td>
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<td>R29</td>
<td>E. Smith Rd, Hannegar Rd. to Everson Goshen Rd</td>
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<td>50</td>
<td>5</td>
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<td>R30</td>
<td>Birch Bay Lynden Rd, Enterprise Rd. to Rathbone Rd</td>
<td>50</td>
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<td>50</td>
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<td>R31</td>
<td>ADA Barrier Removal</td>
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<td>R33</td>
<td>Samish Way/Galbraith Lane</td>
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<td><strong>Bridge Capital Construction</strong></td>
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<tr>
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<td>Marine Drive/Little Squalicum Bridge No. 1</td>
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<td>Hannegan Road/Ten Mile Creek/Bridge No. 236</td>
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<td>B6</td>
<td>Roberts Road/Anderson Creek/Bridge No. 249</td>
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<td>Slater Road/Nooksack River Bridge No. 512</td>
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<td>Lenhart Rd/Saar Creek Bridge No. 329</td>
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<td>Salakanum Way/Anderson Creek Bridge No. 509</td>
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<td>B15</td>
<td>Mosquito Lake Rd/Hutchinson Creek Tributary</td>
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<tr>
<td>F1</td>
<td>Replacement of Whatcom Chief &amp; Terminal</td>
<td>650</td>
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<td>F2</td>
<td>Ferry Terminal Painting and Structural Repair</td>
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<td>Lummi Island Breakwater Replacement</td>
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<td>F4</td>
<td>Relocation of Gooseberry Terminal</td>
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<tr>
<td><strong>Yearly Capital Construction</strong></td>
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<td>Y1</td>
<td>Various Bridges Rehabilitation/Replacement</td>
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<td>0</td>
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<td>Y2</td>
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<td>Y3</td>
<td>Unanticipated Site Improvements</td>
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<td>1,800</td>
<td>300</td>
<td>300</td>
<td>300</td>
<td>300</td>
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<td>Y4</td>
<td>Unanticipated Stormwater Quality Improvements</td>
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<td>50</td>
<td>50</td>
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<tr>
<td>Y5</td>
<td>Unanticipated Non-motorized Transportation Improv</td>
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<td>0</td>
<td>600</td>
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<tr>
<td>Y6</td>
<td>Fish Passage Project</td>
<td>200</td>
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<tr>
<td>Y7</td>
<td>Swift Creek Transportation Impacts</td>
<td>600</td>
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<td>600</td>
<td>100</td>
<td>100</td>
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<td>100</td>
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<tr>
<td>Y8</td>
<td>Railroad Crossing Improvements</td>
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<td>300</td>
<td>100</td>
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<td><strong>Total</strong></td>
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<td>9,209</td>
<td>31,403</td>
<td>19,505</td>
<td>8,117</td>
<td>8,825</td>
<td>2,150</td>
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Birch Bay Drive and Pedestrian Facility
CRP #907001

Construction Funding Year(s): 2019 / 2020

Project Narrative:
This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety and to protect the roadway from storm damage. In addition, the project will provide mitigation for both beach erosion and roadway protection. This project is listed #R1 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Phase I of the Feasibility Study was completed in 2006. Phase 2A (Preliminary Construction Cost Estimate) was completed in 2007, and updated in spring of 2013. Preliminary Engineering began in late 2013, R/W acquisition began in 2016 (95% complete), permitting is 85% complete, and construction is planned for 2019 / 2020. Additional funding sources will be pursued as they become available.

| Total Estimated Project Cost: | $11,450,000 |
| Expenditures to Date: | $3,500,000 |
| Funding Sources: |
| Federal | $3,170,000 (STP and TAP) |
| State | $0 |
| Local | $8,280,000 |

Environmental Permitting: Whatcom County-Shorelines; WDFW-HPA, Army Corps of Engineers, DOE; Sec 404 Clean Water Act

Right-of-Way Acquisition (Estimate): $1,500,000

County Forces (Estimate): N/A
Lake Whatcom Boulevard, Phase II
Water Quality Improvements
CRP # 915009

Construction Funding Year(s):
TBD

Project Narrative:
This project is located approximately 1 mile east of Bellingham, in Sections 35 and 36, T38N, R3E. The work will involve drainage improvements and pedestrian improvements to a 1.3 mile section of Lk Whatcom Blvd between Cable Street and Strawberry Point, addressing stormwater quality issues. This project is listed #R2 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Survey work with associated base map and R/W research began in 2015. Preliminary design will be initiated to evaluate R/W needs, permit requirements and overall project costs. Construction time frame will be contingent on addressing funding needs along with resolution of permitting and R/W issues.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>$ TBD</th>
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<tbody>
<tr>
<td>Expenditures to Date:</td>
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Funding Sources:

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<td>Federal</td>
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<tr>
<td>State</td>
<td>$0</td>
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<tr>
<td>Local</td>
<td>$100,000 (Grant funding will be sought)</td>
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Environmental Permitting
SEPA, CLR/CAO, Shorelines

Right-of-Way Acquisition (Estimate)
$50,000

County Forces (Estimate)
$10,000
Horton Road
Northwest Drive to Aldrich Road
CRP # 916002

Construction Funding Year(s): TBD

Project Narrative:
This new roadway project is located between Northwest Drive and Aldrich Road in Section 2 of T38N, R2E. The work involves a 0.5 mile of new roadway alignment and intersection with N.W. Drive, along with all the associated permitting, storm water and R/W issues. This project is listed #R3 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Design, right-of-way, and permitting to begin in 2017 with Surface Transportation Program (STP) Grant awarded to Whatcom County and transferred to the City of Bellingham. An interlocal agreement is in place for the City of Bellingham to perform design of the project in coordination with their section of Horton Road construction. Construction schedule dependent upon funding agreements with City of Bellingham and other sources.

Total Estimated Project Cost: TBD

Expenditures to Date: $5,000
*$1,000,000 STBG Grant transferred to COB for design of county portion.

Funding Sources:
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<thead>
<tr>
<th>Source</th>
<th>Amount</th>
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<tr>
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<td>State</td>
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<tr>
<td>Local</td>
<td>$157,000</td>
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Environmental Permitting: ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): N/A
Slater Road and Northwest Drive
CRP # 914001

Construction Funding Year(s): TBD

Project Narrative:
The intersection of Slater and Northwest Roads is in Section 2 of T38N, R2E. The intersection will be reconstructed to a 4-leg round-a-bout. Fish passage improvements will also be constructed on Bear Creek which passes underneath Slater Road at this location. This project is listed #R4 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
$21,000,000 in state funding available for this project and project #R5, Slater Road/I5 Interchange, in 7/2019. Design and permitting expected to take 3-4 years with construction in 2022 or 2023.

Total Estimated Project Cost: $21,000,000*
Expenditures to Date: $0

Funding Sources:
- Federal: $0
- State: $21,000,000*
- Local: $50,000

Environmental Permitting: ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): N/A
Slater Road
I-5 Interchange
CRP # 916003

Construction Funding Year(s):  
TBD

Project Narrative:
This project is located north of Bellingham in Section 3, T38N, R2E. This project will improve the interchange/intersection of Interstate 5 and Slater Road. This includes the intersection of Slater Road with Rural Road and Pacific Highway. This project is listed #R5 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status: $21,000,000 available for this project and project #R4, Slater Road /Northwest, in 7/2019. Design and permitting expected to take 3-4 years with construction in 2022 or 2023.

Total Estimated Project Cost: $21,000,000*  
*Includes Project #R4
Expenditures to Date: $ 0

Funding Sources:
Federal $0
State $21,000,000*
Local $50,000

Environmental Permitting  
TBD

Right-of-Way Acquisition (Estimate)  
TBD

County Forces (Estimate)  
TBD
### Project Narrative:
This new roadway project is located in Sections 1 and 2 of T38N, R2E. The work involves the construction of a new roadway between Northwest Drive and Aldrich Drive as well as construction of a round-a-bout at the new intersection of Northwest Drive and Aldrich Road. This project is listed #R6 on the 2019-2024 Six-Year Transportation Improvement Program.

### Project Status:
Design, permitting, right-of-way and construction dependent upon funding agreements with the City of Bellingham and other sources.

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<thead>
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<th>Funding Sources:</th>
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<tr>
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<td>Federal $0</td>
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<td>State $0</td>
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<table>
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<tr>
<th>Environmental Permitting</th>
<th>ECS, BA, SEPA, CLR/CAO, Corps of Engrs</th>
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<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
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<tr>
<td>County Forces (Estimate)</td>
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Smith Road & Northwest Drive
Intersection Improvements
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
This project is located in Section 27 & 34 of T39N, R2E. The work involves intersection improvements that will likely be a roundabout or traffic signal at the current 4-way stop. This project will also require drainage upgrades and R/W acquisition, and is dependent on the NW Annex building being demolished at a future date. This project is listed #R7 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: The project is currently being scoped.

Total Estimated Project Cost: TBD
Expenditures to Date: $0

Funding Sources:
- Federal: $0
- State: $0
- Local: $100,000 (Grant funds to be sought)

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Roadway Frost Depth Detectors
CRP # 918001

Construction Funding Year(s): 2019

Project Narrative:
This item provides funding to address replacement of the County's aging network of roadway frost depth detectors. These detectors are critical for implementing appropriate roadway restrictions to prevent structural damage following periods of deep frost. It is listed #R8 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Design work underway, construction scheduled for 2019.

| Total Estimated Project Cost: | $355,000 |
| Expenditures to Date:         | $30,000  |

<table>
<thead>
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<th>Funding Sources:</th>
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<tbody>
<tr>
<td>Federal</td>
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<td>State</td>
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<tr>
<td>Local</td>
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</table>

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

Due to the nature of this item, no map exists. Location of the new roadway frost depth detectors will be determined in 2019.
Marine Drive
Locust Avenue to Alderwood Avenue
Reconstruction and Bike/Ped Facilities
CRP # 917001

Construction Funding Year(s): 2021

Project Narrative:
This Marine Drive project is located between Locust Ave. and Alderwood Avenue in Section 15 of T38N, R2E. The work involves reconstruction of approximately ½ mile of roadway with emphasis on bike/pedestrian and stormwater quality enhancements. This project is listed #R9 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Survey completed and design initiated in 2017.

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
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<td>Federal $1,509,000 (STBG) Available in 2021</td>
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<tr>
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</table>

Environmental Permitting: ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): N/A
North Shore Road
Bellingham City Limits to Y Road
CRP # 902007

Construction Funding Year(s): TBD

Project Narrative:
This project is located in Sections 25 and 26, T38N, R3E. The work will involve improvements to a 2.87 mile section of the North Shore Road from the Bellingham City Limits to 'Y' Road, including: various improvements to address horizontal and vertical alignment deficiencies; spot safety upgrades, and stormwater quality treatment. This project is listed #R10 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Preliminary design and construction time frames will be contingent on resolution of funding needs, along with permitting and R/W issues associated with the final selected sites.

Total Estimated Project Cost: TBD
Expenditures to Date: $0

Funding Sources:

<table>
<thead>
<tr>
<th></th>
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<th>State</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$0</td>
<td>$0</td>
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</tr>
</tbody>
</table>

Environmental Permitting: SEPA, CLR/CAO, Shorelines
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): N/A
## Lummi Nation Transportation Projects
### CRP #912017

**Construction Funding Year(s):** 2019

### Project Narrative:
The Lummi Nation Transportation Projects is located in Section 2, T37N, R1E and Section 34, T38N, R1E. This work, in fulfillment of the ferry lease obligation, involves the construction of transportation improvement projects in accordance with Exhibit C of the October 27, 2011 Upiands Lease Agreement for Lummi Island Ferry Use at Gooseberry Point. This project is listed #R11 on the 2019-2024 Six-Year Transportation Improvement Program.

### Project Status:
Projects funds will be available for expenditure when funds of equal or greater value are matched by the Lummi Nation.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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<tr>
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<td>State</td>
<td>$0</td>
</tr>
<tr>
<td>Local</td>
<td>$2,000,000</td>
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</tbody>
</table>

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

Due to the nature of this item, no map exists. Location of the new transportation projects will be determined in 2019.
**Point Roberts Transportation Improvements**  
**CRP # 910002**

**Construction Funding Year(s):**  
2019

**Project Narrative:**  
Point Roberts is located in T40N and T41N, R3W. The proposed improvements would be specific to area needs and the development of projects to be funded by the Pt. Roberts Transportation Benefit District. This project is listed **#R12** on the 2019-2024 Six-Year Transportation Improvement Program.

**Project Status:**  
Public Works has assigned staff working with the Point Roberts Transportation Benefit District Advisory Committee to coordinate project evaluation, selection, and development.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost</th>
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**Funding Sources:**
- Federal: $0
- State: $0
- Local: $150,000

**Environmental Permitting**  
TBD

**Right-of-Way Acquisition (Estimate)**  
TBD

**County Forces (Estimate)**  
TBD

---

![Point Roberts Map](image)

**R12**
Slater Road/Haxton Way  
CRP # 917002

**Construction Funding Year(s):** TBD

**Project Narrative:** This project is located on Slater Road in Section 36, T39N, R1E. The project is to improve the intersection, through location of a dedicated left hand turn signal, pavement, drainage, signing, and striping improvements. This project is listed #R13 on the 2019-2024 Six Year Transportation Improvement Program.

**Project Status:** The County has selected a traffic design consultant and completed the design of a protected left hand turn for both legs of Slater Road. Additional preliminary engineering for pavement design is anticipated for 2018.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Expenditures to Date:</td>
<td>$ 43,000</td>
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</table>

**Funding Sources:**
- Federal
- State
- Local $10,000

**Environmental Permitting**
HPA, SEPA, Sec 404, NEPA

**Right-of-Way Acquisition (Estimate)** $ TBD

**County Forces (Estimate)** TBD
East Smith Road
Everson-Goshen Road to SR 542
CRP # 916006

Construction Funding Year(s): 2021

Project Narrative:
This East Smith Road project is located between Everson-Goshen Road and State Route 542 in Section 25 of T39N, R3E and Sections 28, 29, 30 T39N, R4E. The work will involve the pavement rehabilitation of approximately 3.25 miles of roadway. This project is listed #R14 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting and construction to be completed in 2021. Design and Construction is anticipated for 2021

<table>
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<table>
<thead>
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</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Local</td>
</tr>
</tbody>
</table>

Environmental Permitting: SEPA, ESA
Right-of-Way Acquisition (Estimate): N/A
County Forces (Estimate): N/A
East Smith Road & Hannegan Road
Intersection Improvements
CRP # 914002

Construction Funding Year(s): 2021

Project Narrative:
The intersection of East Smith and Hannegan Roads is located in Sections 28, 29, 32 and 33, T39N, R3E. This project is listed #R15 on the 2019-2024 Six-Year Transportation Improvement Program. This intersection currently experiences delays due to the lack of left-turn channelization on Smith Road. The first phase of this project is to analyze a range of solutions as well as their associated benefits, limitations, and costs.

Project Status:

Total Estimated Project Cost: $3,700,000
Expenditures to Date: $120,000

Funding Sources:
Federal $1,000,000 STBG available in 2021
State $0
Local $2,700,000

Environmental Permitting
SEPA, ESA

Right-of-Way Acquisition (Estimate) N/A

County Forces (Estimate) N/A
Guardrail Safety Program
Safety Improvements
CRP # 918002

Construction Funding Year(s): 2019

Project Narrative:
This item provides funding to install guardrail as safety measures throughout the County at locations fitting criteria detailed in the grant application. These improvements will decrease run off the road and struck fixed object type of accidents. It is listed #R16 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Grant applied for in spring 2017, with funding received and design initiated in 2018. Construction in Early 2019.

<table>
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<td>State $</td>
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<td></td>
<td>Local $30,000</td>
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</table>

Environmental Permitting | Shorelines
Right-of-Way Acquisition (Estimate) | TBD
County Forces (Estimate) | TBD

Due to the nature of this item, no map exists. Location of the new guardrails are at 25 sites countywide.
Birch Bay Drive – Jackson Rd. to Shintaffer Rd.
CRP #Not Assigned

Construction Funding Year(s): 2022

Project Narrative:
This project is located in Sections 24, 30, and 31 of T40N, R1E. The work involves pavement rehabilitation of approximately 2.5 miles of roadway through a grind/repave operation. This project is listed #R17 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Project design and construction will closely follow the Birch Bay Drive & Pedestrian Facility project to rehabilitate Birch Bay Drive after the soft shore berm construction activities. Additional funding sources will be pursued as they become available.

Total Estimated Project Cost: $1,200,000
Expenditures to Date: $0

Funding Sources:
- Federal: $0
- State: $0
- Local: $1,200,000

Environmental Permitting: SEPA, CLR/CAO, Shorelines
Right-of-Way Acquisition (Estimate): $0
County Forces (Estimate): TBD
Turkington Road/Jones Creek
CRP # 915013

Construction Funding Year(s): TBD

Project Narrative:
This project is located in Sections 6 & 7, T37N, R5E. This work involves completing design of road and bridge modifications in this area in coordination with a debris flow berm project being developed by the River and Flood Division. The project is listed #R18 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Alternate analysis work is underway by the River & Flood Division.

| Total Estimated Project Cost: | $ TBD |
| Expenditures to Date: | $0 |

| Funding Sources: |
| Federal | $0 |
| State | $0 |
| Local | $275,000 |

Environmental Permitting | BA, HPA, SEPA, Corps of Engrs, CLR/CAO, Shorelines, DNR
Right-of-Way Acquisition (Estimate) | $50,000
County Forces (Estimate) | N/A
Birch Bay Lynden/Blaine Rd.
Intersection Improvements
CRP # Not Assigned

Construction Funding Year(s):  TBD

Project Narrative:
This project is located 4.6 miles south of Blaine, at the corners common to Sections 19, 20, 29, and 30, T40N, R1E. Intersection improvements being considered are a roundabout or a signal. This is a joint project with the Washington State Department of Transportation; however, it is unlikely that they will participate as a funding source. This project is listed #R19 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Survey work and R/W Plan started. Preliminary design will be initiated to evaluate R/W needs, permit requirements and overall project costs. In addition, preliminary design will be sent to WSDOT to request additional funding support and design concurrence.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
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<tbody>
<tr>
<td>Expenditures to Date:</td>
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</tbody>
</table>

Funding Sources:
- Federal $0
- State $0
- Local $50,000

Environmental Permitting

Right-of-Way Acquisition (Estimate)

County Forces (Estimate)
Lincoln Road II
Harborview Road to SR 548 (Blaine Road)
Reconstruction and New Alignment
CRP # 908011

Construction Funding Year(s):
TBD

Project Narrative:
This Lincoln Road project, from Harborview Road to SR 548 (Blaine Rd), is located in Sections 18 and 19 of T40N, R1E. The work involves improvements to a 1 mile section that includes road reconstruction, new roadway alignment, safety upgrades, and storm water quality and quantity treatment. This project is listed #R20 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting, R/W and construction time frames would be contingent on availability of addition grant monies to fund the project, as well as resolution of some key acquisition, WSDOT access and wetland mitigation issues.

Total Estimated Project Cost: $ TBD
Expenditures to Date: $0

<table>
<thead>
<tr>
<th>Funding Sources</th>
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</thead>
<tbody>
<tr>
<td>Federal</td>
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<tr>
<td>State</td>
<td>$0</td>
</tr>
<tr>
<td>Local</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

Environmental Permitting
ECS, BA, SEPA, CLR/CAO, Corps of Engrs

Right-of-Way Acquisition (Estimate)
TBD

County Forces (Estimate)
N/A
Marine Drive II
Alderwood Avenue to Bridge No. 172
Reconstruction and Bike/Ped Facilities
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
This Marine Drive project is located between Alderwood Avenue and Bridge No. 172 in Section 15 of T38N, R2E. The work involves reconstruction of approximately ½ mile of roadway with emphasis on bike/pedestrian enhancements. This project is listed #R21 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting, R/W and construction time frames would be contingent on availability of addition grant monies to fund the project.

Total Estimated Project Cost: TBD
Expenditures to Date: $0

Funding Sources:
<table>
<thead>
<tr>
<th></th>
<th>Federal</th>
<th>State</th>
<th>Local</th>
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<tbody>
<tr>
<td></td>
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<td>$0</td>
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</tbody>
</table>

Environmental Permitting
ECS, BA, SEPA, CLR/CAO, Corps of Engrs

Right-of-Way Acquisition (Estimate) TBD

County Forces (Estimate) N/A
Hemmi Road Flood Mitigation
CRP # 916007

Construction Funding Year(s): 2020

Project Narrative:
This Hemmi Road Flood Mitigation project is located on Hemmi Road approximately a half mile east of Hannegan Road, located in Section 16 and 21 of T39N, R3E. Hemmi Road is submerged several months of the year at this location. Project work will include raising this portion of the road, installing a larger culvert and associated road work. This project is listed #R22 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Engineering, permitting and real estate work expected to be completed in 2019 with construction scheduled in 2020.

Total Estimated Project Cost: $1,350,000
Expenditures to Date: $175,000

Funding Sources:
Federal
State
Local $1,350,000

Environmental Permitting TBD
Right-of-Way Acquisition (Estimate) TBD
County Forces (Estimate) TBD
Innis Creek Road  
CRP # 915014

Construction Funding Year(s):  TBD

Project Narrative:  
This project is located northeast of Wickersham in Section 29, T37N, R5E. The work involves raising a quarter mile section of Innis Creek Road to mitigate flooding issues. This project is listed #R23 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:  
Preliminary design and permitting work is underway with alternatives and associated costs developed in 2018.

<table>
<thead>
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<table>
<thead>
<tr>
<th>Environmental Permitting</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>TBD</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
<td>TBD</td>
</tr>
</tbody>
</table>
Larrabee Road Flood Prevention
CRP # 914003

Construction Funding Year(s): TBD

Project Narrative:
This project is located near the Bellingham city limits in Section 11, T38N, R2E. This is a project to provide fish passage, restore habitat, and reduce chronic flooding along a tributary to Bear Creek. This project is listed #R24 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Project site is monitored routinely. Project scoping and design scheduled to begin in 2017 pending results of the ongoing monitoring program.

Total Estimated Project Cost: TBD
Expenditures to Date: $0

Funding Sources:
<p>| | |</p>
<table>
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</table>

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Lakeway Drive Corridor
Preliminary Engineering Study
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
This project is located in Section 34, T38N, R3E. This project proposes to rechannelize 1.4 miles of Lakeway Drive to coordinate with the proposed rechannelization of Lakeway Drive within the city limits. This project is listed #R25 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Close coordination with the City of Bellingham on their channelization plans and associated construction activities will drive the preliminary engineering efforts in the County.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost: TBD</th>
<th>Funding Sources:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures to Date: $0</td>
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</tr>
<tr>
<td></td>
<td>State $0</td>
</tr>
<tr>
<td></td>
<td>Local $5,000</td>
</tr>
</tbody>
</table>

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): N/A
Ferndale Road/Levee Improvements
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
This project is located in Sections 30 and 31, T39N, R2E. This project includes reconstruction of 1.2 miles of levee including the Ferndale Levee and Ferndale Treatment Plant Levee segments. The new levee will be set back slightly to Ferndale Road with the roadway serving as the crest of the levee. This project is listed #R26 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Due to the high cost, outside funding will be sought. The WCFCZD will pursue funding through the Floodplains by Design grant program administered by the DOE.

Total Estimated Project Cost: $7,000,000
Expenditures to Date: $0

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD

Funding Sources:

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</tr>
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</tr>
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<td>$</td>
</tr>
<tr>
<td>Local</td>
<td>$50,000</td>
</tr>
</tbody>
</table>

Map of Ferndale Road/Levee Improvements area.
Abbott Road/Levee Improvements
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
This project is located in Section 27, T40N, R3E. This project proposes to stabilize an approximately 600-LF section of the left bank of the Nooksack River adjacent to Abbott Road and to extend the upstream end of the Abbott Levee and realigned it to run under Abbott Road. This project is listed #R27 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: The funding sources will likely include the County Road fund, the WCFCZD and the LE Subzone.

Total Estimated Project Cost: $600,000
Expenditures to Date: $0

Funding Sources:
- Federal $0
- State $0
- Local $600,000

Environmental Permitting: HPA, ACOE, Shorelines, SEPA
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Northwest Drive, City of Bellingham to Axton Road
Structural Overlay
CRP # Not Assigned

Construction Funding Year(s): 2020

Project Narrative:
This project is located between the City Limits of Bellingham and Axton Road in Sections 2, 11, 26, & 35 of T38N & T39N, R2E. The work will involve a structural overlay of 3.45 miles of roadway, along with other minor improvements. This project is listed #R28 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Reviewed project scope with M&O Division, and decided to perform structural overlay (as opposed to "Chip Seal") due to following factors: road is urban arterial; project limits within UGA; current bike route; high ADT; and anticipated growth along corridor.

Total Estimated Project Cost: $1,500,000
Expenditures to Date: $0

Funding Sources:
Federal $0
State $0
Local $1,500,000

Environmental Permitting: ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): N/A
E. Smith Rd., Hannegan Rd. to Everson Goshen Rd.
Pavement Rehabilitation
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
This East Smith Road project is located between Hannegan Road and Everson-Goshen Road in Sections 26, 27, 28 of T39N, R3E. The work will involve the pavement rehabilitation of approximately 3 miles of roadway. This project is listed #R29 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Project submitted for Rural Arterial Preservation Program (RAPP) grant funds.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost: $</th>
<th>Funding Sources:</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td></td>
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</table>

Environmental Permitting

Right-of-Way Acquisition (Estimate)

County Forces (Estimate)
Birch Bay Lynden Rd, Enterprise Rd. to Rathbone Rd. 
Pavement Rehabilitation 
CRP # Not Assigned

Construction Funding Year(s): 
TBD

Project Narrative:
This Birch Bay Lynden Road project is located between Enterprise Road and Rathbone Road in Sections 27 & 28 of T40N, R2E. The work will involve the pavement rehabilitation of approximately 2 miles of roadway. This project is listed #R30 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Project submitted for Rural Arterial Preservation Program (RAPP) grant funds.

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>$</td>
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Environmental Permitting

Right-of-Way Acquisition (Estimate)

County Forces (Estimate)
ADA Barrier Removal
ADA Transition Plan, Multiple Locations
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
Whatcom County will be addressing an update to its Americans with Disabilities Act (ADA) Transition Plan in 2019, concentrating on an assessment of facilities in County road rights-of-way. This project will involve the removal of a number of barriers yearly, in a systematic and prioritized method. This project is listed #R31 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: ADA Transition Plan update will be completed in 2019, with a number of priority barrier locations highlighted by the study, addressed in 2020

| Total Estimated Project Cost: | $ |
| Expenditures to Date: | $0 |

| Funding Sources: |
| Federal | $0 |
| State | $0 |
| Local | $50,000 |

Environmental Permitting
Right-of-Way Acquisition (Estimate)
County Forces (Estimate)

Due to the nature of this item, no map exists. Location of the ADA Barrier Removals will be determined.
Small Area Paving
Bridge Approach, Pavement Rehabilitation, Minor Widening
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
This work will address multiple locations throughout Whatcom County that are in need of corrections to settling bridge approaches, minor widening for safety issues, and pavement rehabilitation. This project is listed #R32 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Working with the Maintenance & Operations Division to scope out potential projects.

<table>
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<td>Federal</td>
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<td>State</td>
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<tr>
<td>Local</td>
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</tbody>
</table>

Environmental Permitting
Right-of-Way Acquisition (Estimate)
County Forces (Estimate)

Due to the nature of this item, no map exists. Location of the small area paving will be determined.
Samish Way/Galbraith Lane
Pedestrian Crosswalk
CRP # Not Assigned

Construction Funding Year(s):  TBD

Project Narrative:
Construct pedestrian actuated crosswalk from access Samish Way at Galbraith Lane. This project is listed #R33 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Project to coordinate with City of Bellingham proposed construction of a parking lot on southside of Samish Way at Galbraith Lane.

Total Estimated Project Cost:  $ TBD
Expenditures to Date:  - 0 -

Funding Sources:

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<th>Amount</th>
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<tbody>
<tr>
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Environmental Permitting  TBD
Right-of-Way Acquisition (Estimate)  TBD
County Forces (Estimate)  TBD
Marine Drive / Little Squalicum Creek - Bridge No. 1 Rehabilitation
CRP #910017

Construction Funding Year(s): TBD

Project Narrative:
This project is located near the Bellingham city limits in Section 8, T38N, R2E. This is a rehabilitation project to replace the bridge deck, strengthen the girders and cross beams, and remove the structurally deficient designation and existing load restrictions on the bridge. The project is listed #B1 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Preliminary design work to begin in 2019. Construction pending acquisition of BRAC funds.

<table>
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Environmental Permitting       HPA, NEPA
Right-of-Way Acquisition (Estimate) TBD
County Forces (Estimate)       TBD
Jackson Road / Terrell Creek - Bridge No. 81 Replacement
CRP # 917004

Construction Funding Year(s): TBD

Project Narrative:
This project is located near Birch Bay in Section 31, T40N, R1W. This is a project to replace the existing 62-foot structurally deficient bridge. This project is listed #B2 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Project was submitted for BRAC funding in 2017 and was not selected for funding. Preliminary design work, including a type, size, and location study to begin in 2019. Outside funding will be pursued for the construction phase of this project.

<table>
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<table>
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<table>
<thead>
<tr>
<th>County Forces (Estimate):</th>
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</thead>
<tbody>
<tr>
<td>TBD</td>
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</tbody>
</table>
Mosquito Lake Road / Porter Creek - Bridge No. 141 Replacement
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
This project is located south of Welcome in Section 11, T38N, R5E. This is a project to replace the existing 31-foot bridge in order to mitigate ongoing scour and debris issues. This project also affords an opportunity to address geometric issues that arose from the emergency realignment of Mosquito Lake Road in 2004. This project is listed #B3 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Preliminary design and permitting to begin in 2021.

| Total Estimated Project Cost: | TBD |
| Expenditures to Date:        | $0  |

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Environmental Permitting   TBD
Right-of-Way Acquisition (Estimate) TBD
County Forces (Estimate) TBD
N. Lake Samish Road Bridge No. 107 Replacement Study
CRP # 913006

Construction Funding Year(s): TBD

Project Narrative:
This project is located on Lake Samish in Section 27, T37N, R3E. This project will replace the existing 250-foot timber bridge which is structurally deficient. This project is listed #B4 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Project was submitted for BRAC funding in 2017 and was not selected for funding. The type, size, and location study for the replacement bridge was completed in 2017. Final design, permitting, and real estate work is underway. Outside funding will be pursued for the construction phase of the project.

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

Funding Sources:
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Environmental Permitting: TBD
Right-of-Way Acquisition: TBD
County Forces: TBD
Hannegan Road Bridge No. 236 Replacement
CRP # 913007

Construction Funding Year(s): 2018

Project Narrative:
This project is located on Hannegan Road between Central and Ten Mile Roads in Section 16, T39N, R3E. This is a project to replace the last 31-foot channel beam bridge on the Hannegan Road. This old design is not suited for the volume of truck traffic present on the Hannegan Road. This project is listed #B5 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status: Project design and permitting completed in 2017. Construction of this project expected to be completed in 2018. Project closeout will continue into 2019. Rural STP funds have been obtained for construction of this project.

Total Estimated Project Cost: $1,770,000
Expenditures to Date: $1,520,000

Funding Sources:
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Environmental Permitting: HPA, NEPA, ACOE, Shorelines
Right-of-Way Acquisition (Estimate): N/A
County Forces: N/A
Roberts Road/Anderson Creek, Bridge No. 249
CRP # 915020

Construction Funding Year(s): 2019

Project Narrative:
This project is located west of Deming in Section 19, T39N, R4E. This project will replace the existing 69-foot bridge, which is structurally deficient with a new reinforced concrete bridge. This project is listed #B6 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status: Project design, real estate, and permitting work completed in 2017. Construction of this project expected to be completed in 2019. Federal BRAC funds have been obtained for this project.

| Total Estimated Project Cost: | $2,145,000 |
| Expenditures to Date:         | $1,895,000 |

Funding Sources:

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Environmental Permitting
HPA,ACOE,404,NEPA

Right-of-Way Acquisition (Estimate)

County Forces (Estimate)
Massey Road/Sumas River, Bridge No. 291
CRP # 915016

Construction Funding Year(s): 2019

Project Narrative:
This project is located east of Everson in Section 5, T39N, R4E. This project will replace the deck on this structurally deficient bridge. These improvements will remove the structurally deficient designation and load restrictions. This project is listed #B7 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Design and permitting work completed in 2018. Girder and guardrail procurement will be completed in 2018. Construction of this project scheduled for 2019.

| Total Estimated Project Cost: | $270,000 |
| Expenditures to Date:         | $160,000 |

<table>
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Environmental Permitting: HPA, SEPA, Shorelines
Right-of-Way Acquisition: N/A
County Forces (Estimate): $270,000
W. Badger Road/Bertrand Creek Bridge No. 50
CRP # 915024

Construction Funding Year(s): 2019

Project Narrative:
This project is located west of Lynden in Section 12 & 14, T40N, R2E. This is to replace this structurally deficient bridge. This project is listed #B8 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status: Design, permitting, and real estate work expected to be completed in 2018. Construction of this project scheduled for 2019. Federal BRAC funds in the amount of $1,430,008 have been obtained for this project. A request for additional BRAC funds will be submitted in 2018 which, if successful, will reduce the local funding on this project.

| Total Estimated Project Cost: | $3,500,000 |
| Expenditures to Date: | $350,000 |

Funding Sources:
- Federal: $1,430,008 (BR)
- State: $0
- Local: $2,069,992

Environmental Permitting: HPA, SEPA, 404, NEPA
Right-of-Way Acquisition (Estimate)
County Forces (Estimate)
Goshen Road/Anderson Creek Bridge No. 248
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
This project is located south of Everson/Goshen in Section 19, T39N, R4E. This is a project to replace the existing 62-foot structurally deficient bridge. This project is listed #B9 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status: Preliminary design and permitting to begin in 2021.

Total Estimated Project Cost: TBD
Expenditures to Date: $0

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Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Slater Road / Nooksack River Bridge No. 512 Overheight Detection
CRP #914013

Construction Funding Year(s): TBD

Project Narrative:
This project is located on Slater Road at the Nooksack River in Section 6, T38N, R2E. This is an overheight detection/warning system project. The project is listed #B10 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Preliminary design work to begin in 2022.

Total Estimated Project Cost: TBD
Expenditures to Date: $1,500

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Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Martin Road/Anderson Creek Bridge No. 250
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative: Project:
This project is located on Martin Road in Section 18 & 19, T39N, R4E. This is a project to replace the existing 31-foot structurally deficient bridge. This project is listed #B11 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Preliminary design and permitting to begin in 2023.

Total Estimated Project Cost: TBD
Expenditures to Date: $0

Funding Sources:
Federal
State
Local $5,000

Environmental Permitting: TBD
Right-of-Way Acquisition (Estimate): TBD
County Forces (Estimate): TBD
Loomis Trail Rd/Bertrand Cr. Trib. Bridge No. 497  
CRP # Not Assigned

<table>
<thead>
<tr>
<th>Construction Funding Year(s):</th>
<th>TBD</th>
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**Project Narrative:**
This project is located on Loomis Trail Road in Section 15 & 22, T40N, R2E. This project is to replace the existing 21-foot structurally deficient bridge. This project is listed #B12 on the 2019-2024 Six-Year Transportation Improvement Program.

**Project Status:**
Preliminary design and permitting to begin in 2022.

<table>
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</thead>
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</table>

**Environmental Permitting**  
TBD

**Right-of-Way Acquisition (Estimate)**  
TBD

**County Forces (Estimate)**  
TBD

![Map of Loomis Trail Rd/Bertrand Cr. Trib. Bridge No. 497](image)
**Project Narrative:**
This project is located on Lenhart Road in Section 31, T41N, R5E. This project is to replace the existing 31-foot structurally deficient bridge. This project is listed #B13 on the 2019-2024 Six-Year Transportation Improvement Program.

**Project Status:**
Preliminary design and permitting to begin in 2023.

<table>
<thead>
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</tr>
</thead>
<tbody>
<tr>
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</table>

**Environmental Permitting**: TBD

**Right-of-Way Acquisition (Estimate)**: TBD

**County Forces (Estimate)**: TBD
**Project Narrative:**
This project is located on Salakanum Road in Section 19, T39N, R4E. This project is to replace the existing 31-foot structurally deficient bridge. This project is listed **#B14** on the 2019-2024 Six-Year Transportation Improvement Program.

**Project Status:**
Preliminary design and permitting to begin in 2024.

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**Funding Sources:**

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<tr>
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</table>

**Environmental Permitting**
TBD

**Right-of-Way Acquisition (Estimate)**
TBD

**County Forces (Estimate)**
TBD

[Map of Salakanum Way/Anderson Creek Bridge No. 509 CRP # Not Assigned]
Mosquito Lake Rd/Hutchinson Creek Tributary
Fish Passage
CRP # Not Assigned

**Construction Funding Year(s):** TBD

**Project Narrative:** The existing 30-inch diameter concrete culvert at this location was damaged in early 2018 and a temporary fix completed in late 2018. This culvert has been identified as a barrier to fish passage. Permits for the temporary repair project requires that the existing culvert is replaced with a structure that meets current fish passage requirements. This project is listed **B15** on the 2019-2024 Six-Year Transportation Improvement Program.

**Project Status:** Design and permitting work to begin in 2019

<table>
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<tr>
<td>County Forces (Estimate)</td>
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</table>

![Map of Mosquito Lake Rd/Hutchinson Creek Tributary Fish Passage with project location marked as B15]
North Fork Road/Kenny Creek 
Fish Passage 
CRP # Not Assigned 

Construction Funding Year(s): TBD

Project Narrative: The existing 5-foot diameter corrugated steel culvert which carries Kenny Creek under the North Fork Road has been identified as a barrier to fish passage and, considering habitat to be gained, is considered one of the highest priority barriers within the County road system. Washington State Fish Barrier Removal Board funding has been applied for the design phase of this fish passage project. Results of this funding application are expected in the fall of 2018. Should these funds be obtained preliminary engineering work and an alternative analysis will be initiated in 2019. This project is listed as #B16 on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:

<table>
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Funding Sources:

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Environmental Permitting: TBD

Right-of-Way Acquisition (Estimate): TBD

County Forces (Estimate): TBD
Replacement of Whatcom Chief & Terminal Modification
CRP # Not Assigned

Construction Funding Year(s): TBD

Project Narrative:
This project includes replacement of the Whatcom Chief with a 34 car vessel and modifications of the existing ferry terminals to accommodate the new vessel. This work will be accomplished as outlined in the Lummi Island Ferry Service Level of Service Action Plan approved by the Whatcom County Council via Resolution 2018-026. This project is listed #F1 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Design work for the new vessel is expected to begin in 2019. This work will coincide with the next cycle of funding by the County Road Administration Board.

<table>
<thead>
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<tbody>
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Environmental Permitting          None Required
Right-of-Way Acquisition (Estimate) None Required
County Forces (Estimate)          N/A

M/V Whatcom Chief
Ferry Terminal Painting and Structural Repair Project
CRP # 917015

Construction Funding Year(s): 2018 and 2019

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

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

Total Estimated Project Cost: $1,200,000
Expenditures to Date: $550,000

Funding Sources:
- Federal: $
- State: $
- Local: $1,200,000

Environmental Permitting: HPA, SEPA, CORPS 404, COUNTY SHORELINES
Right-of-Way Acquisition (Estimate): None Required
County Forces (Estimate): N/A
Lummi Island Breakwater Replacement
CRP #914015

Construction Funding Year(s): 2019

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

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

Total Estimated Project Cost: $1,950,000
Expenditures to Date: $200,000

Funding Sources:

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Environmental Permitting
HPA, SEPA, CORPS 404, COUNTY SHORELINES

Right-of-Way Acquisition (Estimate)
None Required

County Forces (Estimate)
N/A
Relocation of Gooseberry Terminal  
CRP # Not Assigned

Construction Funding Year(s):  
TBD

Project Narrative:
This project involves relocation of the Gooseberry Point Ferry Terminal. This work will be accomplished as outlined in the Lummi Island Ferry Service Level of Service Action Plan approved by the Whatcom County Council via Resolution 2018-026. This project is listed #F4 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Early action items will likely include EIS and real estate work. This work will coincide with the next cycle of funding by the County Road Administration Board.

<table>
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<tbody>
<tr>
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<td>Local</td>
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Total Estimated Project Cost:  
TBD

Expenditures to Date:  
$  

Environmental Permitting  
None Required

Right-of-Way Acquisition (Estimate)  
None Required

County Forces (Estimate)  
None Required
Various Bridges Rehabilitation / Replacement
CRP #918003

Construction Funding Year(s): 2018

Project Narrative:
This item provides funding to address unanticipated bridge rehabilitation and/or replacement. It is listed #Y1 on the 2019-
2024 Six Year Transportation Improvement Program.

Project Status:
Design and construction to occur as necessary.

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

Due to the nature of this item, no map exists. Council review and prioritization will be sought at the appropriate times.
Right of Way Acquisition  
CRP # 918004

<table>
<thead>
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<th>Construction Funding Year(s):</th>
<th>2018-2023</th>
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**Project Narrative:**  
This item addresses the unanticipated need for Right-of-Way that may arise during a given year that requires immediate action. This project is listed #Y2 on the 2019-2024 Six Year Transportation Improvement Program.

**Project Status:**  
N/A.

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</tr>
<tr>
<td>Federal</td>
<td>$0</td>
</tr>
<tr>
<td>State</td>
<td>$0</td>
</tr>
<tr>
<td>Local</td>
<td>$180,000 (2019-2024)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Environmental Permitting</th>
<th>TBD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>TBD</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
Unanticipated Site Improvements
CRP # 918005

Construction Funding Year(s): 2018 - 2023

Project Narrative:
This Annual Construction Program item addresses the unanticipated project(s) that may arise during a given year that require immediate action due to safety concerns, environmental factors, traffic volumes, accident history, funding or grant availability and other issues not related to an existing program project. This project is listed #Y3 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost: $1,800,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures to Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Sources:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Local $1,800,000 (2019-2024)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Environmental Permitting: TBD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate): TBD</td>
</tr>
<tr>
<td>County Forces (Estimate): N/A</td>
</tr>
</tbody>
</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
# Stormwater Quality Improvements

**CRP # 918006**

## Construction Funding Year(s): 2018

### Project Narrative:
The project varies in location. Identification and prioritization to be addressed and reviewed through County Council. This project is listed **Y4** on the 2019-2024 Six Year Transportation Improvement Program.

### Project Status:
Design and construction will be completed in 2019/2020.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost: $345,000</th>
<th>Funding Sources:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures to Date:</td>
<td>Federal $0</td>
</tr>
<tr>
<td></td>
<td>State $0</td>
</tr>
<tr>
<td></td>
<td>Local $345,000 (2019-2024)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Environmental Permitting</th>
<th>TBD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>TBD</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
Non-motorized Transportation Improvements
CRP # 918007

<table>
<thead>
<tr>
<th>Construction Funding Year(s):</th>
<th>2019 - 2024</th>
</tr>
</thead>
</table>

**Project Narrative:**
This program item addresses the need to identify and prioritize non-motorized projects for future consideration. Projects would include pedestrian and bike facilities (e.g., sidewalks, trails, shoulder widening) in various locations around the county. This project is listed #Y5 on the 2019-2024 Six Year Transportation Improvement Program.

**Project Status:**
It is anticipated that the design and construction of projects will occur yearly as the needs and locations are determined.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>$600,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures to Date:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Sources:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$0</td>
</tr>
<tr>
<td>State</td>
<td>$0</td>
</tr>
<tr>
<td>Local</td>
<td>$600,000 (2019-2024)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Environmental Permitting</th>
<th>TBD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right-of-Way Acquisition (Estimate)</td>
<td>TBD</td>
</tr>
<tr>
<td>County Forces (Estimate)</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
Fish Passage Project
CRP #912014

Construction Funding Year(s): 2021

Project Narrative:
This project is for the design and construction of fish passage projects. This project is listed #Y6 on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Design work will begin in 2020 with construction of the first project scheduled for 2021.

| Total Estimated Project Cost: | TBD |
| Expenditures to Date:         | N/A |
| Funding Sources:              |     |
| Federal                       | $0  |
| State                         | $0  |
| Local                         | $200,000 (2021-2024) *

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

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
# Swift Creek Transportation Impacts

**CRP # 918008**

<table>
<thead>
<tr>
<th>Construction Funding Year(s):</th>
<th>TBD</th>
</tr>
</thead>
</table>

**Project Narrative:**
This item addresses the various projects related to Sumas Mountain/Swift Creek Slide. Locations to be determined. This project is #Y7 on the 2019-2024 Six Year Transportation Improvement Program.

**Project Status:**
Design and construction for the various projects will be initiated in 2019 and extend through 2020.

<table>
<thead>
<tr>
<th>Total Estimated Project Cost:</th>
<th>$600,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures to Date:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Sources:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Local</td>
</tr>
</tbody>
</table>

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

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
# Railroad Crossing Improvements

**CRP # 918009**

<table>
<thead>
<tr>
<th>Construction Funding Year(s):</th>
<th>2018 - 2023</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Narrative:</strong></td>
<td>Locations to be determined. Identification and prioritization to be addressed. This project is listed #Y8 on the 2019-2024 Six Year Transportation Improvement Program.</td>
</tr>
<tr>
<td><strong>Project Status:</strong></td>
<td>Locations and prioritization of projects is on-going. Negotiations with BNSF will be a factor on timing and cost.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Total Estimated Project Cost:</strong></th>
<th>$300,000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expenditures to Date:</strong></td>
<td>- 0 -</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Funding Sources:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$0</td>
</tr>
<tr>
<td>State</td>
<td>$0</td>
</tr>
<tr>
<td>Local</td>
<td>$300,000 (2019-2024)</td>
</tr>
</tbody>
</table>

| **Environmental Permitting:** | TBD |
| **Right-of-Way Acquisition (Estimate):** | TBD |
| **County Forces (Estimate):** | TBD |

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.
## Whatcom County Public Works

### Road Fund

**Cash Flow Projections ($ in millions)**

<table>
<thead>
<tr>
<th>Year</th>
<th>Non-Capital Revenue</th>
<th>Non-Capital Expense</th>
<th>Net</th>
<th>Capital Program Const. Revenue</th>
<th>Capital Program Const. Expense</th>
<th>Net</th>
<th>Ending Fund Balance</th>
<th>Designated Fund Balance</th>
<th>Available Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>act. 2007</td>
<td>$21.986</td>
<td>($16.907)</td>
<td>$5.079</td>
<td>$1.603</td>
<td>($8.994)</td>
<td>($7.391)</td>
<td>$8.490</td>
<td>$0.000</td>
<td>$8.490</td>
</tr>
<tr>
<td>act. 2008</td>
<td>$23.366</td>
<td>($18.844)</td>
<td>$4.522</td>
<td>$2.471</td>
<td>($5.541)</td>
<td>($3.070)</td>
<td>$9.943</td>
<td>$0.000</td>
<td>$9.943</td>
</tr>
<tr>
<td>act. 2009</td>
<td>$23.987</td>
<td>($17.221)</td>
<td>$6.766</td>
<td>$6.882</td>
<td>($8.737)</td>
<td>($1.855)</td>
<td>$14.853</td>
<td>$0.829</td>
<td>$14.024</td>
</tr>
<tr>
<td>act. 2010</td>
<td>$23.184</td>
<td>($18.494)</td>
<td>$4.690</td>
<td>$3.813</td>
<td>($4.481)</td>
<td>($0.668)</td>
<td>$18.875</td>
<td>$0.290</td>
<td>$18.585</td>
</tr>
<tr>
<td>act. 2011</td>
<td>$24.136</td>
<td>($17.733)</td>
<td>$6.403</td>
<td>$1.078</td>
<td>($2.038)</td>
<td>($0.960)</td>
<td>$24.318</td>
<td>$0.397</td>
<td>$23.921</td>
</tr>
<tr>
<td>act. 2013</td>
<td>$26.049</td>
<td>($24.539)</td>
<td>$1.510</td>
<td>$3.893</td>
<td>($4.487)</td>
<td>($0.594)</td>
<td>$29.467</td>
<td>$17.204</td>
<td>$12.263</td>
</tr>
<tr>
<td>proj. 2020</td>
<td>$26.672</td>
<td>($23.051)</td>
<td>$3.621</td>
<td>$0.000</td>
<td>($8.117)</td>
<td>($8.117)</td>
<td>$13.983</td>
<td>$7.000</td>
<td>$6.983</td>
</tr>
<tr>
<td>proj. 2021</td>
<td>$27.177</td>
<td>($23.444)</td>
<td>$3.733</td>
<td>$3.509</td>
<td>($8.825)</td>
<td>($5.316)</td>
<td>$12.400</td>
<td>$7.000</td>
<td>$5.400</td>
</tr>
<tr>
<td>proj. 2022</td>
<td>$27.583</td>
<td>($23.847)</td>
<td>$3.736</td>
<td>$0.000</td>
<td>($2.150)</td>
<td>($2.150)</td>
<td>$13.986</td>
<td>$7.000</td>
<td>$6.986</td>
</tr>
<tr>
<td>Year</td>
<td>Property Tax Revenue</td>
<td>General Fuel Tax</td>
<td>Private Timber Harvest</td>
<td>Federal Forest</td>
<td>State Forest</td>
<td>Ferry Tolls</td>
<td>Fuel Tax Ferry Deficit</td>
<td>Reimb.</td>
<td>Interfund Charges</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------</td>
<td>------------------</td>
<td>-----------------------</td>
<td>----------------</td>
<td>-------------</td>
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<td>-----------------------</td>
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<td>---------------------</td>
</tr>
<tr>
<td>act. 2007</td>
<td>$14,965</td>
<td>$3,828</td>
<td>$0.141</td>
<td>$0.874</td>
<td>$0.240</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.336</td>
<td>$0.000</td>
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<tr>
<td>act. 2008</td>
<td>$15,744</td>
<td>$4,115</td>
<td>$0.167</td>
<td>$0.790</td>
<td>$1.034</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.230</td>
<td>$0.000</td>
</tr>
<tr>
<td>act. 2009</td>
<td>$15,802</td>
<td>$3,631</td>
<td>$0.092</td>
<td>$0.709</td>
<td>$0.453</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.140</td>
<td>$1.148</td>
</tr>
<tr>
<td>act. 2010</td>
<td>$16,276</td>
<td>$3,778</td>
<td>$0.093</td>
<td>$0.639</td>
<td>$0.292</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.361</td>
<td>$0.777</td>
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<tr>
<td>act. 2011</td>
<td>$16,841</td>
<td>$3,734</td>
<td>$0.181</td>
<td>$0.515</td>
<td>$0.517</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.351</td>
<td>$0.732</td>
</tr>
<tr>
<td>act. 2012</td>
<td>$16,876</td>
<td>$3,784</td>
<td>$0.282</td>
<td>$0.454</td>
<td>$0.739</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.333</td>
<td>$0.695</td>
</tr>
<tr>
<td>act. 2013</td>
<td>$17,167</td>
<td>$3,888</td>
<td>$0.196</td>
<td>$0.000</td>
<td>$0.457</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.406</td>
<td>$0.706</td>
</tr>
<tr>
<td>act. 2014</td>
<td>$17,520</td>
<td>$3,906</td>
<td>$0.144</td>
<td>$0.469</td>
<td>$0.271</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.361</td>
<td>$0.626</td>
</tr>
<tr>
<td>act. 2015</td>
<td>$17,778</td>
<td>$4,012</td>
<td>$0.256</td>
<td>$0.432</td>
<td>$0.527</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.317</td>
<td>$0.515</td>
</tr>
<tr>
<td>act. 2016</td>
<td>$18,128</td>
<td>$4,322</td>
<td>$0.182</td>
<td>$0.428</td>
<td>$0.199</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.246</td>
<td>$0.000</td>
</tr>
<tr>
<td>act. 2017</td>
<td>$18,833</td>
<td>$4,419</td>
<td>$0.165</td>
<td>$0.079</td>
<td>$0.218</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.432</td>
<td>$0.000</td>
</tr>
<tr>
<td>est. 2018</td>
<td>$18,900</td>
<td>$4,400</td>
<td>$0.177</td>
<td>$0.460</td>
<td>$0.452</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.441</td>
<td>$0.000</td>
</tr>
<tr>
<td>proj. 2019</td>
<td>$19,200</td>
<td>$4,586</td>
<td>$0.201</td>
<td>$0.458</td>
<td>$0.452</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.449</td>
<td>$0.000</td>
</tr>
<tr>
<td>proj. 2020</td>
<td>$19,598</td>
<td>$4,732</td>
<td>$0.180</td>
<td>$0.468</td>
<td>$0.452</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.458</td>
<td>$0.000</td>
</tr>
<tr>
<td>proj. 2021</td>
<td>$19,979</td>
<td>$4,827</td>
<td>$0.187</td>
<td>$0.465</td>
<td>$0.452</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.468</td>
<td>$0.000</td>
</tr>
<tr>
<td>proj. 2022</td>
<td>$20,246</td>
<td>$4,940</td>
<td>$0.193</td>
<td>$0.465</td>
<td>$0.452</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.477</td>
<td>$0.000</td>
</tr>
<tr>
<td>proj. 2023</td>
<td>$20,624</td>
<td>$5,095</td>
<td>$0.198</td>
<td>$0.465</td>
<td>$0.452</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.486</td>
<td>$0.000</td>
</tr>
<tr>
<td>proj. 2024</td>
<td>$20,992</td>
<td>$5,223</td>
<td>$0.196</td>
<td>$0.465</td>
<td>$0.452</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$0.496</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

A Ferry Fund created 1/1/2008 - ferry toll and ferry deficit revenues no longer included in the Road Fund
## EXpenditures

**Whatcom County Public Works**  
**Road Fund**  
**Cash Flow Projections ($ in millions)**

<table>
<thead>
<tr>
<th>Year</th>
<th>108100</th>
<th>108110</th>
<th>10890</th>
<th>10851</th>
<th>10852/1 0855</th>
<th>10853/1 0854</th>
<th>10813/1 08920</th>
<th>9000.99999</th>
<th>CRP &amp; PBB</th>
<th>Total Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>act. 2007</td>
<td>$10.177</td>
<td>$0.162</td>
<td>$0.000</td>
<td>$1.837</td>
<td>$1.433</td>
<td>$0.629</td>
<td>$0.949</td>
<td>$1.153</td>
<td>$0.309</td>
<td>$0.258</td>
</tr>
<tr>
<td>act. 2008</td>
<td>$10.917</td>
<td>$0.181</td>
<td>$0.000</td>
<td>$1.600</td>
<td>$2.257</td>
<td>$0.830</td>
<td>$0.912</td>
<td>$1.312</td>
<td>$0.334</td>
<td>$0.300</td>
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<tr>
<td>act. 2009</td>
<td>$10.579</td>
<td>$0.192</td>
<td>$0.000</td>
<td>$0.000</td>
<td>$2.347</td>
<td>$1.719</td>
<td>$0.204</td>
<td>$1.303</td>
<td>$0.519</td>
<td>$0.358</td>
</tr>
<tr>
<td>act. 2010</td>
<td>$10.005</td>
<td>$0.212</td>
<td>$0.000</td>
<td>$0.043</td>
<td>$2.772</td>
<td>$0.982</td>
<td>$0.668</td>
<td>$1.355</td>
<td>$0.441</td>
<td>$2.014</td>
</tr>
<tr>
<td>act. 2011</td>
<td>$10.900</td>
<td>$0.246</td>
<td>$0.000</td>
<td>$0.336</td>
<td>$2.478</td>
<td>$0.869</td>
<td>$0.861</td>
<td>$1.282</td>
<td>$0.580</td>
<td>$0.181</td>
</tr>
<tr>
<td>act. 2012</td>
<td>$11.316</td>
<td>$0.224</td>
<td>$0.000</td>
<td>($0.099)</td>
<td>$2.486</td>
<td>$0.934</td>
<td>$1.009</td>
<td>$1.333</td>
<td>$0.517</td>
<td>$0.184</td>
</tr>
<tr>
<td>act. 2013</td>
<td>$11.557</td>
<td>$0.213</td>
<td>$0.000</td>
<td>$6.851</td>
<td>$2.512</td>
<td>$0.868</td>
<td>$1.239</td>
<td>$1.272</td>
<td>$0.531</td>
<td>($0.504)</td>
</tr>
<tr>
<td>act. 2014</td>
<td>$12.019</td>
<td>$0.209</td>
<td>$0.000</td>
<td>($0.119)</td>
<td>$2.333</td>
<td>$0.865</td>
<td>$1.054</td>
<td>$1.310</td>
<td>$0.477</td>
<td>$0.102</td>
</tr>
<tr>
<td>act. 2015</td>
<td>$13.345</td>
<td>$0.180</td>
<td>$0.000</td>
<td>$0.231</td>
<td>$2.978</td>
<td>$0.900</td>
<td>$0.917</td>
<td>$1.410</td>
<td>$0.432</td>
<td>$0.127</td>
</tr>
<tr>
<td>act. 2016</td>
<td>$13.858</td>
<td>$0.220</td>
<td>$0.000</td>
<td>$0.008</td>
<td>$3.357</td>
<td>$0.971</td>
<td>$1.187</td>
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**Rating:** 0 (worst) to 100 (best)
Incorporates; road geometrics, surface condition, ride, drainage, traffic volumes, traffic types, accident history
UC - Under construction

**Federal Functional Classification (FFC):**
7 & 8 - Rural collectors
14, 16, 17 & 18 - Urban arterials/collectors
### Whatcom County Priority Rating Program

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**Rating:** 0 (worst) to 100 (best)  
Incorporates: road geometric, surface condition, ride, drainage, traffic volumes, traffic types, accident history  
UC - Under construction  

**Federal Functional Classification (FFC):**  
7 & 8 - Rural collectors  
14, 16, 17 & 18 - Urban arterials/collectors
## 2018 Whatcom County Priority Rating Program

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**Whatcom County**

**Priority Rating Program**

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**Rating:** 0 (worst) to 100 (best)
Incorporates; road geometrics, surface condition, ride, drainage, traffic volumes, traffic types, accident history
**UC - Under construction**

**Federal Functional Classification (FFC):**
7 & 8 - Rural collectors
14, 16, 17 & 18 - Urban arterials/collectors
## 2018
### Whatcom County
### Priority Rating Program

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**Rating:** 0 (worst) to 100 (best)
Incorporates road geometrics, surface condition, ride, drainage, traffic volumes, traffic types, accident history
UC - Under construction

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**2018 Whatcom County Priority Rating Program**

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**Total miles = 358.28**

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2017 Annual Bridge Report

Prepared by the Whatcom County Public Works Bridge and Hydraulic Group
Submitted September 2018
Whatcom County
2017 Bridge Report

Submitted: September 2018

This bridge report is prepared by Whatcom County Public Works Bridge and Hydraulic Division under the direction of the County Engineer each year to fulfill requirements of the Washington Administrative Code (WAC) 136-20-060. This WAC requires the County Engineer’s report of bridge inspections as follows:

“Each county engineer shall furnish the county legislative authority with a written report of the findings of the bridge inspection effort. This report shall be made available to said authority and shall be consulted during the preparation of the proposed six-year transportation program revision. The report shall include the county engineer’s recommendations as to replacement, repair or load restriction for each deficient bridge. The resolution of adoption of the six-year transportation program shall include assurances to the effect that the county engineer’s report with respect to deficient bridges was available to said authority during the preparation of the program. It is highly recommended that deficient short span bridges, drainage structures, and large culverts be included in said report.”

Prepared by:  
Steve Dillon  
Bridge Inspection Team Leader

Reviewed by:  
James E. Lee, P.E.  
Engineering Manager – Bridge & Hydraulics

Approved by:  
Joseph P. Rutan, P.E.  
County Engineer/Assistant Director

Cover Photo:  
Slater Road Bridge No.10 spanning over Jordan Creek. This 142-feet precast, pre-stressed, single span bridge was constructed in 2017 and went into service in November of 2017. This bridge replaced a failing 10-feet wide by 7-feet tall steel arch culvert which had been identified as a barrier to fish passage. Construction of the new bridge included reconstruction of Jordan Creek through the project site which provides for full fish passage.
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Acronyms

The following is a list of common acronyms widely used in the bridge inspection field:

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADT</td>
<td>Average Daily Traffic</td>
</tr>
<tr>
<td>BRAC</td>
<td>Bridge Replacement Advisory Committee</td>
</tr>
<tr>
<td>FHWA</td>
<td>Federal Highway Administration</td>
</tr>
<tr>
<td>FO</td>
<td>Functionally Obsolete</td>
</tr>
<tr>
<td>HBRRP</td>
<td>Highway Bridge Replacement and Rehabilitation Program</td>
</tr>
<tr>
<td>NBIS</td>
<td>National Bridge Inspection Standards</td>
</tr>
<tr>
<td>SD</td>
<td>Structurally Deficient</td>
</tr>
<tr>
<td>SID</td>
<td>Structure Identification Number</td>
</tr>
<tr>
<td>SR</td>
<td>Sufficiency Rating</td>
</tr>
<tr>
<td>UBIT</td>
<td>Under Bridge Inspection Truck</td>
</tr>
<tr>
<td>WAC</td>
<td>Washington Administrative Code</td>
</tr>
<tr>
<td>WSDOT</td>
<td>Washington State Department of Transportation</td>
</tr>
</tbody>
</table>
Executive Summary

This report has been completed in compliance with WAC 136-20-060, which requires that each County Engineer furnish a written resume of the county’s bridge inspection efforts to the county legislative authority. It is also the intention of this report that information presented here be incorporated into a comprehensive program strategy to preserve the county’s roadways. This report summarizes the status of the Whatcom County Bridge Program for calendar year 2017.

Whatcom County’s bridge inventory is vital in connecting the nearly 974 miles of County roads and providing for the safe and efficient movement of people and freight. Specifically, bridges on key transportation and freight corridors are monitored closely to prevent bridges on these routes from becoming restricted.

One of the key overall Bridge Program goals is to replace or rehabilitate bridges that are considered structurally deficient (SD) per the National Bridge Inspection Standards (NBIS). At the end of 2017 Whatcom County had a total of 162 bridges in the overall inventory and 13 of these bridges were designated as SD. Of those 13 bridges 5 were actively worked on in 2017 for future replacement or rehabilitation. For a comprehensive list of the SD bridges please see Exhibit C.

As recommended in WAC 136-20-060 Whatcom County also inspects large culverts, defined as culverts with a diameter of 5’ or larger. Bridge Program staff inspected 152 of these structures in 2016 and 2017 which are listed in Appendix B.

2017 Bridge Program Highlights

- Whatcom County bridge inventory consists of 162 structures.

- A total of 90 Whatcom County bridge condition inspections were completed.

- Whatcom County provided bridge inspection services for 72 structures owned by outside local agencies.

- A total of 46 bridge repair and maintenance work orders were completed by the Maintenance & Operations Bridge Crew.

- A new bridge was constructed on Slater Road over Jordan Creek, replacing a failing steel arch culvert that had been identified as a barrier to fish passage.

- The existing bridge over Swift Creek at Oat Coles Road was replaced with an elevated one-lane bridge which provides increased clearance over the Swift Creek channel to assist in maintaining vehicular access at this location.

- A Type, Size & Location Study was completed for the replacement of the existing North Lake Samish Bridge No. 107. This process included 3 public meetings with the Lake Samish community. Detailed design will begin in 2018 on the preferred alternative and future funding will be pursued for the construction phase of this project.
Bridge Inventory Summary

Of the 162 structures in the Whatcom County inventory 5 are of timber construction, 101 are of concrete construction, 6 are predominately steel (all of which are fracture critical) and the remainder are a combination of these materials. See Appendix A for a complete list of Whatcom County Bridges.

W. Badger Road/Bertrand Creek Bridge No. 50 is typical of our channel beam girders supported by timber piles and caps

Lummi Island Ferry Terminals
The Gooseberry Point and Lummi Island Ferry Terminal structures are considered bridge structures and are inspected and maintained just like other bridges in the inventory. These consist of a steel transfer span and a timber approach span at the Gooseberry Point terminal and a steel transfer span and a reinforced concrete girder approach span at the Lummi Island terminal.
Short Span Bridges
The National Bridge Inspection Standards do not require short span bridges (span length of 20 feet or less) be reported to FHWA. Out of the 162 bridges in the Whatcom County inventory, 24 of these bridges are classified as short span bridges. Even though the inspection reports and bridge information for short span bridges are not reported to WSDOT or FHWA, Whatcom County inspects and operates these bridges the same as the larger, federally reported bridges in our inventory.

Outside Local Agency Bridges
The Whatcom County Bridge and Hydraulics program provides inspection services to local agencies upon request. The county works with cities under inter-local agreements (ILA), with conditions set forth in the Revised Code of Washington (RCW) Chapter 39.34. The county’s services are provided primarily to local agencies that lack expertise and resources to inspect and maintain their bridge inventory. In addition, the Whatcom County Public Works Road Maintenance Division contracts with local agencies for the maintenance of other local agency bridges. In 2017 the county provided inspection services on 72 structures for outside local agencies.

<table>
<thead>
<tr>
<th>Local Agency</th>
<th>Number of bridges inspected in 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Everson</td>
<td>1</td>
</tr>
<tr>
<td>City of Bellingham Parks</td>
<td>15</td>
</tr>
<tr>
<td>City of Bellingham</td>
<td>41</td>
</tr>
<tr>
<td>City of Lynden</td>
<td>11</td>
</tr>
<tr>
<td>City of Sumas</td>
<td>2</td>
</tr>
<tr>
<td>San Juan County</td>
<td>1</td>
</tr>
<tr>
<td>Port of Bellingham</td>
<td>1 (ferry terminal)</td>
</tr>
</tbody>
</table>

Summary of outside local agency bridges inspected in 2017
Oversize/Overweight Load Permits

There were 173 oversize/overweight permits issued in 2017 and of those 38 involved routes over county owned bridges. Bridge program staff reviews these applications to ensure that these oversize/overweight loads can cross these bridges without causing any harm to the structure.

Height restriction sign posted on the Siaton Road/Nooksack River Bridge No. 512

Bridge Inspections and Findings

Bridge inspections are performed in accordance with the National Bridge Inspection Standards (NBIS) in conformance with 23 CFR 650.3. The standards mandate that all public agencies with a bridge inventory inspect and report the findings at a minimum of once every two years (routine inspection). Special inspections are required for bridges that cannot be given close or adequate inspection from the ground. For these bridges an Under-Bridge Inspection Truck (UBIT) is required. Steel bridges with fracture critical members may also require special inspections with special inspection equipment. A third category of special inspections are the Under Water Inspections which are required every five years for bridges with piers that extend below ordinary low-water levels.

During bridge inspections, the current condition of each bridge element is noted. The deficiencies are coded to NBIS standards and show the degree of deterioration in various elements, the three primary elements being:

- Deck,
- Superstructure, and
- Substructure.

As deterioration accelerates, the coding values drop and work orders for repairs are issued. In the case where the coding factors are extremely low, recommendations are made for repair, replacement or rehabilitation. Bridges with identified deficiencies may be inspected or monitored at more frequent intervals.
The results of our inspection program are forwarded to the Washington State Department of Transportation (WSDOT) for review. Once the report has been accepted by WSDOT it is made available to the Federal Highway Administration (FHWA).

The NBIS utilizes information from the latest bridge inspection to determine the Sufficiency Rating (SR) which is a calculated rating based on information from the most recent bridge inspection. The SR is a number from 0 to 100 with 100 being an entirely sufficient bridge, and 0 being an entirely insufficient or deficient bridge. Items that factor into the determination of the SR include: load bearing capacity, average daily traffic, availability and length of detour, the geometry of the bridge and the risk of scour on bridge foundations at waterway crossings.

Whatcom County owns 7 bridges located on designated truck freight routes with a T-2 classification (there are no T-1 routes currently designated in Whatcom County). T-2 freight routes are defined as carrying 4 million to 10 million annual gross tonnage and serve as vital transportation corridors in Whatcom County. The T-2 freight routes with bridges on them include the following County roads; Birch Bay Lynden Road, Hannegan Road and Slater Road. Of the 7 bridges on these roads none are restricted.

See Exhibit A for our master list of special inspections and details on inspection frequencies and schedules for all of our UBIT and underwater bridge inspections.
### Exhibit “A” - Master List of Special Inspection and Equipment Needs

<table>
<thead>
<tr>
<th>Bridge #</th>
<th>Bridge Name</th>
<th>Most Recent Fracture Critical Inspection Date</th>
<th>Most Recent Underwater Inspection Date</th>
<th>UBIT Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>MARIETTA</td>
<td>-</td>
<td>September 2017</td>
<td>-</td>
</tr>
<tr>
<td>107</td>
<td>NORTH LAKE SAMISH</td>
<td>-</td>
<td>July 2015</td>
<td>-</td>
</tr>
<tr>
<td>140</td>
<td>MIDDLE FORK</td>
<td>August 2016</td>
<td>-</td>
<td>24 Months</td>
</tr>
<tr>
<td>252</td>
<td>NOOKSACK RIVER</td>
<td>March 2016</td>
<td>September 2015</td>
<td>-</td>
</tr>
<tr>
<td>332</td>
<td>NORTH FORK</td>
<td>April 2017</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>421</td>
<td>ROCKY CREEK</td>
<td>April 2017</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>500</td>
<td>DAKOTA CREEK</td>
<td></td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>503</td>
<td>GOOSEBERRY FERRY SLIP</td>
<td>October 2016</td>
<td>March 2016</td>
<td>-</td>
</tr>
<tr>
<td>507</td>
<td>LUMMI ISLAND FERRY SLIP</td>
<td>October 2016</td>
<td>March 2016</td>
<td>-</td>
</tr>
<tr>
<td>512</td>
<td>NOOKSACK RIVER</td>
<td>April 2017</td>
<td>-</td>
<td>24 Months</td>
</tr>
</tbody>
</table>

### Load, Height and Width Restricted Bridges

Each bridge is required to have a "Load Rating" calculation. The Load Rating establishes how much weight the bridge can carry for several standard configurations of vehicle axle loads.

During the 2017 inspection cycle, no bridges were added to the load restriction list. As of the end of 2017 there were a total of 16 weight restricted bridges in the county.

Bridges that have height restrictions of 15'-3" or less are required to be posted with the allowable height. Whatcom County has two roads passing through posted height restricted bridge structures, both of which are steel truss structures. They are Slater Road/Nooksack River Bridge No. 512 and Mosquito Lake Road/Middle Fork Nooksack River Bridge No. 140. The list of current load, height and weight restricted bridges is shown in Exhibit 'B'.
### Bridge Replacement and Rehabilitation Plans for Deficient Bridges

One area of emphasis within the Bridge Program is to replace or rehabilitate bridges that are classified as structurally deficient (SD) per NBIS. The 5 SD bridges listed below were actively worked on in 2017:

1. West Badger Road/Bertrand Creek Bridge No. 50 Replacement (construction scheduled for 2019, BRAC funded)
2. Roberts Road/Anderson Creek Bridge No. 249 Replacement (construction scheduled for 2019, BRAC funded)
3. North Lake Samish Bridge No. 107 (TS&L completed in 2017, design, permitting and real estate work underway in 2018)
4. Massey Road/Sumas River Bridge No. 291 Deck Replacement Project (construction scheduled in 2019)
5. Mosquito Lake Road/NF Nooksack River Bridge No. 332 Cap Replacement Project (construction completed in May 2018)

Design and permitting work was completed in 2017 on the Hannegan Road/Ten-Mile Creek Bridge No. 236 Replacement Project. While this bridge is not currently designated as SD, it is the last remaining reinforced concrete channel girder bridge remaining on the Hannegan Road, which is a designated T-2 freight route and an important transportation corridor in Whatcom County. The existing bridge utilizes an older style reinforced concrete channel girder that has historically not held up well to truck traffic. This replacement project is scheduled for construction in 2018 and aims to remove this bridge from Hannegan Road before problems develop and the bridge needs to be load restricted. Since 2000, 19 SD bridges have been replaced or re-built in Whatcom County. The list of current SD bridges is shown in Exhibit 'C.'

2017 Replacement and Rehabilitation Construction Projects

Slater Road/Jordan Creek Fish Passage Project
This project included replacement of a failing 10' wide by 7' tall steel arch culvert that had been identified as a barrier to fish passage. The culvert was replaced with a 142' span reinforced concrete bridge on a deep pile foundation. Work also included reconstruction of the Jordan Creek channel through the project site to address fish passage. The new structure was opened to traffic in the fall of 2017.

Picture of recently competed Slater Road/Jordan Creek Bridge No. 10
Oat Coles Road/Swift Creek Bridge Replacement
This project included replacing the existing bridge, which had minimal freeboard above Swift Creek, with a bridge that provides additional clearance above the Swift Creek channel.

Oat Coles Road/Swift Creek Bridge No. 313
Exhibit “C” – Structurally Deficient Bridges

<table>
<thead>
<tr>
<th>Bridge No.</th>
<th>Bridge Name</th>
<th>Deficiency’s</th>
<th>Sufficiency Rating</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>107</td>
<td>North Lake Samish</td>
<td>Timber Girder Section Loss</td>
<td>14.02</td>
<td>TS&amp;L Study Complete – Design for replacement bridge underway</td>
</tr>
<tr>
<td>50</td>
<td>BERTRAND CR</td>
<td>Timber Cap Section Loss</td>
<td>22.51</td>
<td>Construction of replacement bridge scheduled for 2019</td>
</tr>
<tr>
<td>81</td>
<td>JACKSON RD.</td>
<td>Timber Cap and Pile Deterioration</td>
<td>28.42</td>
<td>Monitoring – apply for BRAC funds in 2019</td>
</tr>
<tr>
<td>248</td>
<td>ANDERSON CR</td>
<td>Timber Cap and Pile Deterioration</td>
<td>37.26</td>
<td>Monitoring</td>
</tr>
<tr>
<td>249</td>
<td>ANDERSON CR</td>
<td>Timber Cap Section Loss</td>
<td>39.86</td>
<td>Construction of replacement bridge scheduled for 2019</td>
</tr>
<tr>
<td>332</td>
<td>MOSQUITO LAKE ROAD</td>
<td>Timber Cap Deterioration</td>
<td>39.92</td>
<td>Repair work completed in May of 2018</td>
</tr>
<tr>
<td>1</td>
<td>LITTLE SQUALICUM</td>
<td>Delamination of Deck, Cap Beam Capacity</td>
<td>41.97</td>
<td>Monitoring</td>
</tr>
<tr>
<td>291</td>
<td>SUMAS RIVER</td>
<td>Concrete Channel Beam Deterioration</td>
<td>42.72</td>
<td>Rehabilitation Project Scheduled 2019</td>
</tr>
<tr>
<td>497</td>
<td>BERTRAND CR TRIB</td>
<td>Scour Exposing Concrete Footings</td>
<td>45.5</td>
<td>Monitoring</td>
</tr>
<tr>
<td>329</td>
<td>LENHART ROAD</td>
<td>Timber Cap and Pile Deterioration</td>
<td>45.79</td>
<td>Monitoring</td>
</tr>
<tr>
<td>250</td>
<td>ANDERSON CR</td>
<td>Timber Cap and Pile Deterioration</td>
<td>53.54</td>
<td>Monitoring</td>
</tr>
<tr>
<td>509</td>
<td>SALAKANUM WAY</td>
<td>Timber Cap Deterioration</td>
<td>58.24</td>
<td>Monitoring</td>
</tr>
<tr>
<td>172</td>
<td>BNSF RR</td>
<td>Deck Deterioration</td>
<td>75.45</td>
<td>Monitoring</td>
</tr>
</tbody>
</table>

2017 Large Culvert Inventory

In 2016 and 2017 Whatcom County Bridge Program staff inspected all culverts with a diameter of 5’ or greater located on the County road system. All culvert inspections were completed using FHWA publication No. FHWA-CFL/TD-10-005 titled “Culvert Assessment and Decision Making Procedures Manual” dated September 2010. All told 152 structures were inspected as part of this effort. As part of the inspection effort each culvert was given an overall condition rating and any needed repairs or maintenance work was forwarded to Maintenance & Operations. These large diameter culverts will continue to be inspected moving forward on a regular basis. For a detailed list of the large diameter culverts please Appendix “B”.

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Maintenance and Repair Activities

The majority of bridge repair and maintenance work is done by Whatcom County Maintenance & Operation crews, with support from various vendors. During 2017 Maintenance & Operation crews washed all of the bridges in the County inventory. In addition, the majority of the bridges were brushed to support ongoing maintenance, repair and inspection activities. Forty six (46) maintenance work orders were completed in 2017. (See Exhibit D below).

In April of 2017 a privately owned and fully load dump truck and trailer hit the bridge rail on the north side of Breckinridge Road/Sumas River Bridge No. 315, destroying the entire section of bridge rail. M&O crews responded quickly, replacing the bridge rail and getting the bridge opened to traffic with minimal disruptions to the traveling public.

<table>
<thead>
<tr>
<th>Bridge No.</th>
<th>Bridge Name</th>
<th>Work Completed</th>
<th>Date Repaired</th>
</tr>
</thead>
<tbody>
<tr>
<td>172</td>
<td>MARINE DRIVE</td>
<td>APPROACH REPAIR</td>
<td>JANUARY 2017</td>
</tr>
<tr>
<td>507</td>
<td>FERRY – LUMMI ISLAND</td>
<td>DOLPHIN REPAIR</td>
<td>JANUARY 2017</td>
</tr>
<tr>
<td>503</td>
<td>FERRY – GOOSEBERRY PT</td>
<td>APRON ARM REPLACEMENT</td>
<td>MARCH 2017</td>
</tr>
<tr>
<td>22</td>
<td>BEHME ROAD</td>
<td>GRINDING/COLD PATCHING</td>
<td>MARCH 2017</td>
</tr>
<tr>
<td>38</td>
<td>DRAYTON HARBOR ROAD</td>
<td>GRINDING/COLD PATCHING</td>
<td>MARCH 2017</td>
</tr>
<tr>
<td>308</td>
<td>ALM ROAD</td>
<td>GRINDING/COLD PATCHING</td>
<td>MARCH 2017</td>
</tr>
<tr>
<td>327</td>
<td>JONES ROAD</td>
<td>GRINDING/COLD PATCHING</td>
<td>MARCH 2017</td>
</tr>
<tr>
<td>11</td>
<td>HAXTON WAY</td>
<td>DEBRIS REMOVAL</td>
<td>MARCH 2017</td>
</tr>
<tr>
<td>201</td>
<td>GOODWIN ROAD</td>
<td>DEBRIS REMOVAL</td>
<td>MARCH 2017</td>
</tr>
<tr>
<td>22</td>
<td>BEHME ROAD</td>
<td>APPROACH REPAIR</td>
<td>MARCH 2017</td>
</tr>
<tr>
<td>36</td>
<td>VALLEY VIEW ROAD</td>
<td>APPROACH REPAIR</td>
<td>MARCH 2017</td>
</tr>
<tr>
<td>201</td>
<td>GOODWIN ROAD</td>
<td>DEBRIS REMOVAL</td>
<td>MARCH 2017</td>
</tr>
<tr>
<td>513</td>
<td>SLATER ROAD</td>
<td>APPROACH ROAD REPAIR</td>
<td>APRIL 2017</td>
</tr>
<tr>
<td>324</td>
<td>JONES ROAD</td>
<td>DECK REPAIR</td>
<td>APRIL 2017</td>
</tr>
<tr>
<td>315</td>
<td>BRECKINRIDGE ROAD</td>
<td>REPAIRED DAMAGED BRIDGE RAIL</td>
<td>APRIL 2017</td>
</tr>
<tr>
<td>3</td>
<td>MARINE DRIVE</td>
<td>APPROACH REPAIR</td>
<td>JUNE 2017</td>
</tr>
<tr>
<td>507</td>
<td>FERRY – LUMMI ISLAND</td>
<td>PILE REPAIR</td>
<td>JUNE 2017</td>
</tr>
<tr>
<td>263</td>
<td>PANGBORN ROAD</td>
<td>GUARDRAIL REPAIR</td>
<td>JUNE 2017</td>
</tr>
<tr>
<td>3</td>
<td>MARINE DRIVE</td>
<td>REMOVE LOGS FROM BRIDGE PIER</td>
<td>JULY 2017</td>
</tr>
<tr>
<td>Bridge No.</td>
<td>Bridge Name</td>
<td>Work Completed</td>
<td>Date Repaired</td>
</tr>
<tr>
<td>-----------</td>
<td>-----------------------------</td>
<td>----------------------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>503A</td>
<td>FERRY - GOOSEBERRY PT</td>
<td>REPLACE GEAR BOX</td>
<td>JULY 2017</td>
</tr>
<tr>
<td>3</td>
<td>MARINE DRIVE</td>
<td>REMOVAL OF OLD TIMBER PILES</td>
<td>AUGUST 2017</td>
</tr>
<tr>
<td>503</td>
<td>FERRY – GOOSEBERRY PT</td>
<td>NON-SKID REPAIR WORK</td>
<td>AUGUST 2017</td>
</tr>
<tr>
<td>507</td>
<td>FERRY – LUMMI ISLAND</td>
<td>NON-SKID REPAIR WORK</td>
<td>AUGUST 2017</td>
</tr>
<tr>
<td>507</td>
<td>FERRY – LUMMI ISLAND</td>
<td>REPAIRED CABLE AROUND PILE</td>
<td>SEPTEMBER 2017</td>
</tr>
<tr>
<td>126</td>
<td>INNIS CREEK ROAD</td>
<td>CLEANED OUT SEDIMENT TRAP</td>
<td>SEPTEMBER 2017</td>
</tr>
<tr>
<td>313</td>
<td>OAT COLES ROAD</td>
<td>APPROACH REPAIRS</td>
<td>SEPTEMBER 2017</td>
</tr>
<tr>
<td>249</td>
<td>ROBERTS ROAD</td>
<td>RE-TORQUE BOLTS</td>
<td>SEPTEMBER 2017</td>
</tr>
<tr>
<td>503</td>
<td>FERRY – GOOSEBERRY PT</td>
<td>COUNTERWEIGHT ADJUSTMENTS</td>
<td>OCTOBER 2017</td>
</tr>
<tr>
<td>250</td>
<td>MARTIN ROAD</td>
<td>CLEAR Logs AND DEBRIS FROM BRIDGE</td>
<td>OCTOBER 2017</td>
</tr>
<tr>
<td>315</td>
<td>BRECKINRIDGE ROAD</td>
<td>CLEAR Logs AND DEBRIS FROM BRIDGE</td>
<td>OCTOBER 2017</td>
</tr>
<tr>
<td>13</td>
<td>BARRETT ROAD</td>
<td>BEAVER DAM REMOVAL</td>
<td>OCTOBER 2017</td>
</tr>
<tr>
<td>413</td>
<td>DELTA LINE ROAD</td>
<td>BEAVER DAM REMOVAL</td>
<td>OCTOBER 2017</td>
</tr>
<tr>
<td>99</td>
<td>JACKMAN ROAD</td>
<td>BEAVER DAM REMOVAL</td>
<td>OCTOBER 2017</td>
</tr>
<tr>
<td>14</td>
<td>ALDRICH ROAD</td>
<td>BEAVER DAM REMOVAL</td>
<td>OCTOBER 2017</td>
</tr>
<tr>
<td>91</td>
<td>STEIN ROAD</td>
<td>CLEAR Logs FROM BRIDGE</td>
<td>OCTOBER 2017</td>
</tr>
<tr>
<td>50</td>
<td>W. BADGER ROAD</td>
<td>TIMBER CAP REPAIR</td>
<td>OCTOBER 2017</td>
</tr>
<tr>
<td>126</td>
<td>INNIS CREEK ROAD</td>
<td>PATCHED HOLES &amp; REMOVE TREE FROM UNDER BRIDGE</td>
<td>NOVEMBER 2017</td>
</tr>
<tr>
<td>324</td>
<td>JONES ROAD</td>
<td>PATCHED HOLES &amp; REMOVE TREE FROM UNDER BRIDGE</td>
<td>NOVEMBER 2017</td>
</tr>
<tr>
<td>315</td>
<td>BRECKINRIDGE ROAD</td>
<td>PATCHED HOLES &amp; REMOVE TREE FROM UNDER BRIDGE</td>
<td>NOVEMBER 2017</td>
</tr>
<tr>
<td>244</td>
<td>BYLSMA ROAD</td>
<td>CLEAR DEBRIS FROM BRIDGE</td>
<td>NOVEMBER 2017</td>
</tr>
<tr>
<td>38</td>
<td>DRAYTON HARBOR ROAD</td>
<td>REPAIR SINK HOLE AT APPROACH</td>
<td>DECEMBER 2017</td>
</tr>
<tr>
<td>201</td>
<td>GOODWIN ROAD</td>
<td>ROCK PLACEMENT TO ADDRESS SCOUR AT APPROACH</td>
<td>DECEMBER 2017</td>
</tr>
<tr>
<td>249</td>
<td>ROBERTS ROAD</td>
<td>RE-TORQUE BOLTS</td>
<td>DECEMBER 2017</td>
</tr>
<tr>
<td>50</td>
<td>W. BADGER ROAD</td>
<td>RE-TORQUE BOLTS</td>
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Glossary of Bridge Terms

**Abutment** – a substructure supporting the end of a single span, or the extreme end of a multi-span super-structure and, in general, retaining or supporting the bridge approach fill.

**Approach span** – the span or spans connecting the abutment with the main span or spans.

**Back wall** – the top-most portion of an abutment functioning primarily as a retaining wall to contain approach roadway fill.

**Beam** – a linear structural member designed to span from one support to another.

**Bent** – a supporting unit of the beams of a span made up of one or more column or column-like members connected at their top-most ends by a cap, strut, or other horizontal member.

**Box Girder** – a support beam that is a hollow box; Its cross-section is a rectangle or square.

**Bracing** – a system of tension or compression members, or a combination of these, connected to The parts to be supported or strengthened by a truss or frame. It transfers wind, dynamic, impact, and vibratory stresses to the substructure and gives rigidity throughout the complete assemblage. Can also refer to diagonal members that tie two or more columns of a bent together.

**Cap** – the horizontally-oriented, top-most piece or member of a bent serving to distribute the beam loads upon the columns and to hold the beams in their proper relative positions.

**Cast-in-Place** – concrete poured within form work on site to create a structural element in its final position.

**Catwalks** – temporary foot bridges, used by bridge inspection personnel.
**Chord** – in a truss, the upper-most and the lower-most longitudinal members, extending the full length of the truss.

**Column** – a vertical structural member that transfers dead and live load from the bridge deck and girders to the footings or shafts.

**Column crosses brace** – transverse brace between two main longitudinal members.

**Compression** – a type of stress involving a pressing or squeezing together; tends to shorten a member; opposite of tension.

**Culvert** – a pipe or small structure used for drain-age under a road, railroad or other embankment. A culvert with a span length greater than 20 feet is included in the National Bridge Inventory and Receives a rating using the NBI scale.

**Dead load** – a static load due to the weight of the structure itself.

**Deck** – the roadway portion of a bridge that provides direct support for vehicular and pedestrian traffic.

**Deck bridge** – a bridge in which the supporting members are all beneath the roadway.

**Deck truss** – a bridge whose roadway is supported from beneath by a truss.

**Diagonal** – a sloping structural member of a truss or bracing system.

**Elastomeric pads** – rectangular pads made of neoprene, found between the sub-structure and superstructure that bears the entire weight of the superstructure. Elastomeric pads can deform to allow for thermal movements of the superstructure.

**End wall** – the wall located directly under each end of a bridge that holds back approach roadway fills. The end wall is part of the abutment.

**Expansion joint** – A joint designed to provide means for expansion and contraction movements produced by temperature changes, load, or other forces.

**Fatigue** – Cause of structural deficiencies, usually due to repetitive loading over time.

**Footing** – The enlarged, lower portion of a sub-structure that distributes the structure load either to the earth or to supporting piles; the most common footing is the concrete slab; “footer” is a colloquial term for footing.

**Fracture critical member** – a member in tension or with a tension element whose failure would probably cause a portion of or the entire bridge to collapse.

**Girder** – a main support member for the structure that usually receives loads from floor beams and stringers; also, any large beam, especially if built up.

**Hanger** – a tension member serving to suspend an attached member.

**Hinge** – a point in a structure at which a member is free to rotate.

**Live load** – vehicular traffic, wind, water, and/or earthquakes.

**Lower chord** – the bottom horizontal member of a truss.

**Main beam** – a beam supporting the spans and bearing directly onto a column or wall.
**Member** - an individual angle, beam, plate, or built piece intended to become an integral part of an assembled frame or structure.

**Oscillation** - a periodic movement back and forth between two extreme limits. An example is the string of a guitar that has been plucked. Its vibration back and forth is one oscillation. A vibration is described by its size (amplitude), its oscillation rate (frequency), and its timing (phase). In a suspension bridge, oscillation results from energy collected and stored by the bridge. If a part of the bridge has to store more energy than it is capable of storing, that part will probably fail.

**Pier** - a structure comprised of stone, concrete, brick, steel, or wood that supports the ends of the spans of a multispan superstructure at an intermediate location between abutments. A pier is usually a solid structure as opposed to a bent, which is usually made up of columns.

**Pile** - a linear (vertical) member of timber, steel, concrete, or composite materials driven into the earth to carry structure loads into the soil.

**Pile bent** - A row of driven or placed piles with a pile cap to hold them in their correct positions; see "Bent."

**Plate girder** - a large, solid web plate with flange plates attached to the web plate by flange angles or fillet welds. Typically fabricated from steel.

**Post or column** - a member resisting compressive stresses, in a vertical or near vertical position.

**Precast girder** - fabricated off-site of Portland Cement Concrete, reinforcing steel and post-tensioning cables. These girders are shipped to the construction site by truck and hoisted into place by cranes.

**Reinforced concrete** - concrete with steel reinforcing bars bonded within it to supply increased tensile strength and durability.

**Scour** - erosive action of removing streamed material around bridge substructure due to water flow. Scour is of particular concern during high-water events.

**Short span bridge** - these bridges have a single NBIS span length of 20 feet or less. They are typically supported by timber piles or shallow concrete footings.

**Soffit** - the underside of the bridge deck or sidewalk.

**Spall** - a concrete deficiency wherein a portion of the concrete surface is popped off from the main structure due to the expansive forces of corroding steel rebar underneath. This is especially common on older concrete bridges.

**Span** - The distance between piers, towers, or abutments.

**Steel** - A very hard and strong alloy of iron and carbon.

**Stringer** - a longitudinal beam (less than 30 feet long) supporting the bridge deck, and in large bridges, framed into or upon the floor beams.

**Sufficiency rating** - the sufficiency rating is a numeric value from 1 (a bridge in new condition) to 0 (a bridge incapable of carrying traffic). The sufficiency rating is the summation of four calculated values: Structural Adequacy and Safety, Serviceability and Functional Obsolescence, Essentaility for Public Use, and Special Reductions.
**Substructure** – the abutment, piers, grillage, or other structure built to support the span or spans of a bridge superstructure, and distributes all bridge loads to the ground surface. Includes abutments, piers, bents, and bearings.

**Superstructure** – the entire portion of a bridge structure which primarily receives and supports traffic loads and in turn transfers the reactions to the bridge substructure; usually consists of the deck and beams or, in the case of a truss bridge, the entire truss.

**Tension** – type of stress involving an action which pulls apart.

**Tie** – a member carrying tension.

**Torsion** – a twisting force or action.

**Truss bridge** – a bridge having a pair of trusses for the superstructure.

**Upper chord** – the top longitudinal member of a truss.

**Web** – the portion of a beam located between and connected to the flanges.

**Welded joint** – a joint in which the assembled elements and members are united through fusion of metal.

**Wheel rail** – a timber curb fastened directly to the deck, most commonly found on all-timber bridges.

**Wing wall** – walls that slant outward from the corners of the overall bridge that support roadway fill of the approach.
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<td>KAMM SLOUGH</td>
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<td>PRARIE RD</td>
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<td>PRARIE RD</td>
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<tr>
<td>LC23</td>
<td>H STREET RD</td>
<td>AT JACKMAN RD</td>
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### Road Capital Construction

#### Birch Bay Drive & Pedestrian Facility
- **Location:** Birch Bay Drive & Pedestrian Facility
- **Status:** L
- **Total Length:** 5.00
- **Utility Costs:** 0
- **Project Phase:** 12
- **Project Year:** 2019
- **Month:** 09
- **Cost Code:** 20010
- **State Fund Code:** 110
- **State Funds:** 0
- **Other Revenues:** 0
- **Local Funds:** 0
- **Total:** 1,300

#### Lake Whatcom Blvd, Water Quality Improvements
- **Location:** Lake Whatcom Blvd, Water Quality Improvements
- **Status:** T
- **Total Length:** 0
- **Utility Costs:** 0
- **Project Phase:** 12
- **Project Year:** 2019
- **Month:** 09
- **Cost Code:** 40010
- **State Fund Code:** 110
- **State Funds:** 0
- **Other Revenues:** 0
- **Local Funds:** 0
- **Total:** 50

#### R 187
- **Location:** R 187
- **Status:** P
- **Total Length:** 0
- **Utility Costs:** 0
- **Project Phase:** 12
- **Project Year:** 2019
- **Month:** 09
- **Cost Code:** 00010
- **State Fund Code:** 110
- **State Funds:** 0
- **Other Revenues:** 0
- **Local Funds:** 0
- **Total:** 75

#### Slater Road, Northwest Drive to Aldrich Road
- **Location:** Slater Road, Northwest Drive to Aldrich Road
- **Status:** T
- **Total Length:** 0
- **Utility Costs:** 0
- **Project Phase:** 12
- **Project Year:** 2019
- **Month:** 09
- **Cost Code:** 00020
- **State Fund Code:** 110
- **State Funds:** 0
- **Other Revenues:** 0
- **Local Funds:** 0
- **Total:** 75

#### Smith Road & Northwest Drive
- **Location:** Smith Road & Northwest Drive
- **Status:** T
- **Total Length:** 0
- **Utility Costs:** 0
- **Project Phase:** 12
- **Project Year:** 2019
- **Month:** 09
- **Cost Code:** 00040
- **State Fund Code:** 110
- **State Funds:** 0
- **Other Revenues:** 0
- **Local Funds:** 0
- **Total:** 75

#### Marine Drive, Locust Avenue to Alderwood Avenue
- **Location:** Marine Drive, Locust Avenue to Alderwood Avenue
- **Status:** T
- **Total Length:** 0
- **Utility Costs:** 0
- **Project Phase:** 12
- **Project Year:** 2019
- **Month:** 09
- **Cost Code:** 00040
- **State Fund Code:** 110
- **State Funds:** 0
- **Other Revenues:** 0
- **Local Funds:** 0
- **Total:** 75

#### North Shore Road, Bellingham City Limits to Y Road
- **Location:** North Shore Road, Bellingham City Limits to Y Road
- **Status:** T
- **Total Length:** 0
- **Utility Costs:** 0
- **Project Phase:** 12
- **Project Year:** 2019
- **Month:** 09
- **Cost Code:** 00040
- **State Fund Code:** 110
- **State Funds:** 0
- **Other Revenues:** 0
- **Local Funds:** 0
- **Total:** 75

#### Lummi Nation Transportation Projects
- **Location:** Lummi Nation Transportation Projects
- **Status:** T
- **Total Length:** 0
- **Utility Costs:** 0
- **Project Phase:** 12
- **Project Year:** 2019
- **Month:** 09
- **Cost Code:** 00040
- **State Fund Code:** 110
- **State Funds:** 0
- **Other Revenues:** 0
- **Local Funds:** 0
- **Total:** 75

#### Point Roberts Transportation Improvements
- **Location:** Point Roberts Transportation Improvements
- **Status:** T
- **Total Length:** 0
- **Utility Costs:** 0
- **Project Phase:** 12
- **Project Year:** 2019
- **Month:** 09
- **Cost Code:** 00040
- **State Fund Code:** 110
- **State Funds:** 0
- **Other Revenues:** 0
- **Local Funds:** 0
- **Total:** 75

### Funding Source Information
- **FEDERAL FUNDS**
- **STATE FUNDS**
- **LOCAL FUNDS**

#### Expenditure Schedule
- **Year 1:** 2019
- **Year 2:** 2020
- **Year 3:** 2021
- **Years 4th Thru 6th:** 2024

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- **Date Completed:** 2019

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- **Type:** PD
- **Date Completed:** 2019

### Stormwater Improvements
- **Type:** PD
- **Date Completed:** 2019
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## Ferry Capital Construction

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## Ferry Terminal Painting and Structural Repair Project

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- **PE**: 0
- **RW**: 0
- **CN**: 8,209, 1,060
EXHIBIT "B"

WHATCOM COUNTY
2019-2032 FOURTEEN-YEAR FERRY CAPITAL PROGRAM
Overview

This program provides a blueprint for the effective, efficient, and continuing operation of the Whatcom County Ferry System within existing financial constraints. Capital improvements are scheduled based on many years of experience operating and maintaining the system, while complying with applicable regulations.

Inevitably, priorities and available funds for the ferry system will change over the fourteen years projected in this program. Therefore, the intention of the program is to be a guide indicating long-range improvements and anticipated revenues and expenditures. Strict adherence is not required.

Enacted in 1975, Revised Code of Washington (RCW) 36.54.015 states “The legislative authority of every county operating ferries shall prepare, with the advice and assistance of the county engineer, a fourteen year long range capital improvement plan embracing all major elements of the ferry system. Such plan shall include a listing of each major element of the system showing its estimated current value, its estimated replacement cost, and its amortization period.”

Table 1: Ferry System Current and Replacement Values – meets applicable requirements, showing the current value, replacement cost, and amortization periods for the vessels and facilities. The current value of the M/V Whatcom Chief is the insured value, the closest approximation of true worth. The facilities’ current value is book value; original cost less depreciation plus depreciated improvements.

RCW 36.81.121 (1) states “...the legislative authority of each county, after one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years....and for those counties operating ferries shall also include a separate section showing proposed capital expenditures for ferries, docks, and related facilities. Copies of the program shall be filed with the county road administration board and the secretary of transportation not more than thirty days after its adoption by the legislative authority...” Subsection (2) requires expanded information on how a county will spend all its money on the various facets of the transportation program. This RCW Section was enacted in 1961. The capital expenditure portion of Subsection (1) is satisfied by:

Table 2: Projected Revenues defines the known and/or anticipated sources of operating and capital project funding for the 14-Year Plan.

Table 3: Projected Expenditures includes all other expenditures on the system that meet Subsection (2) requirements. Operational expenditures are delineated between vessel and non-vessel costs. U.S. Coast Guard regulations currently require the ferries to be dry-docked every two years, however to extend the life, improve reliability and protect our capital investment Whatcom County schedules dry-docking every year for its vessel. The landings are inspected regularly as required by the National Bridge
Inspection Standards administered through the Washington State Department of Transportation. The inspection report helps identify and schedule major maintenance and replacement of these facilities.

This RCW section also provides the reporting requirement and timing of program submission, as well as establishing the annual update requirement.

Additionally, the Federal Highway Administration requires all agencies within a Metropolitan Planning Organization to develop and annually update the long range Transportation Improvement Plans and their Biennial Element. Whatcom County updates this 14-Year plan each year and incorporates the results into the Six-Year Transportation Improvement Program.

Level-of-Service
On July 24, 2018 the Whatcom County Council passed resolution #2018-0026. This resolution established a level of service for the Lummi island Ferry System. In addition, the resolution enacts an action plan to achieve the recommended improvements including:

1. Vessel
   A. Balancing capacity against operating costs (fuel, personnel, etc.) to ensure affordable fares over the long run, including needs-based fares, while optimizing vehicle demand, deck space and trip frequency to minimize wait times, the design and construction of a 34 car vessel is added to the 2019-2024 Six-Year Transportation Improvement Program. The timing of the design and construction shall coincide with the next cycle of funding by the County Road Administration Board.
   B. The design of the vessel shall accommodate all walk-on passengers during typical peak times, accommodate legal loads of vehicles per Washington State Commercial Vehicle Guide and comply with U.S. Coast Guard safety standards and the Americans with Disabilities Act.
   C. To approach the goal of a carbon neutral vessel and provide flexibility for future electric conversion and reliability, the design of the vessel shall be a hybrid diesel-electric.

2. Terminals
   A. Design and construction of the marine structure modifications to the Gooseberry Point terminal and Lummi Island terminal to accommodate the new vessel is added to the 2019-2024 Six-Year Transportation Improvement Program. The timing of the design and construction shall coincide with the next cycle of funding by the County Road Administration Board and the construction of the new vessel.
   B. In addition to the modifications to accommodate a new vessel, improvements to the Lummi Island terminal shall include: reconfigure the queuing lanes, install ADA restrooms, and improve bicycle and pedestrian loading by locating the
queuing area as close to the vessel as possible to reduce the time required to 
load onto the ferry.

C. Implement remote ferry queue monitoring.

D. Implement self-service ticketing.

E. Whatcom County will initiate an intergovernmental agreement with the Lummi 
Nation to confirm the location of the Gooseberry Point Terminal as shown on the 
2015 Lummi Nation TIGER grant application. Upon the finalization of the 
agreement Whatcom County Public Works shall initiate the environmental 
review and permitting process for the Gooseberry Point terminal relocation.

F. Construction of the new Gooseberry Point terminal relocation is to be 
accomplished prior to the end of the Uplands Lease Agreement with the Lummi 
Nation (October 2046). The design shall include dual lane loading and improve 
bicycle and pedestrian loading by locating the queuing area as close to the vessel 
as possible to reduce the time required to load onto the ferry.

G. Whatcom County shall coordinate the Gooseberry Point terminal relocation with 
the Lummi Nation’s permitting, funding and construction of the future 
Fisherman’s Cove Improvements.

H. As property becomes available, Whatcom County shall purchase lands adjacent 
and near the new location of the Gooseberry Point terminal. The property will 
be utilized for off-street queuing, parking, and passenger amenities.

I. All infrastructures shall be designed to accommodate the 100-year sea level rise 
prediction by NOAA.

3. Operations

A. A Whatcom County ferry district will be created to increase grant opportunities. 
This district shall be funded by a seasonal surcharge on single cash fares for the 
capitalization of future vessels.

B. The long-term improvements shall be phased over time to allow for a complete 
funding portfolio to leverage a variety of funding sources and mechanisms.

Minor Maintenance

General minor maintenance is continual on the ferry, landings, aprons, approaches, and 
waiting facilities. The costs and extent of the work is unpredictable, and frequently 
problems must be repaired immediately upon detection. Routine maintenance such as 
building painting and roof cleaning is more predictable and scheduled in advance.
History of the Ferry System

The ferry system is the only public transportation link for the majority of Lummi Island residents and vehicles to the mainland at Gooseberry Point. In the event of an emergency ferry outage or mechanical failure, the County has contracted pedestrian only ferry services while the vessel is being repaired.

Following is a brief chronology outlining the history of the Whatcom County Ferry System.

GP denotes work occurred at the Gooseberry Point Terminal
LI denotes work occurred at the Lummi Island Terminal

1926 Lummi Shore Road from Bellingham was completed and a ferry, the Central, owned by Whatcom County and large enough to hold six small Model-T Fords started making scheduled runs between Lummi Island and Gooseberry Point.
1929 The slightly larger Chief Kwina replaces the Central.
1950 Gooseberry Point terminal built (GP)
1962 The M/V Whatcom Chief begins service
1977 Lummi Island terminal is relocated (LI)
1981 New transfer span and tower superstructure installed (LI)
1982 Approach span trestle refurbished (GP)
1986 Transfer span, tower structures, and marine structures replaced (GP)
1993 South inner and mid-ship timber dolphins replaced/installed (LI)
1999 Emergency South outer dolphin and breakwater repair (LI)
1999 Electrical feeder replacement (GP)
2001 Major maintenance on both terminals including painting, new aprons, electrical work, new hydraulics, tower bolt replacement (LI and GP)
2002 20-Year Plan Phase 1 Process and report completed
2005 South outer timber dolphin replaced with steel structure (LI)
2006 Emergency bearing seat pedestal replacement (LI)
     Parking lot improvements (LI)
     Major corrosion repair to vessel hull
     Completed design package for a 35-car replacement vessel
     Completed design package for urgent electrical/structural terminal repairs
     First Rate Increase in 5 years
2007 Bridge bearings replaced (LI)
     Electrical repairs (LI and GP)
2008 Two North timber dolphins replaced with steel doughnut dolphins designed for larger 35-car ferry boat design (LI)
     Counterweight sheaves replaced (GP and LI)
     Rate increase
2009 Emergency North wingwall replacement (LI)
Traffic Gates Installed (LI and GP)
Rate adjustment
2010 Emergency South wingwall replacement (LI)
2011 New live load hangers and pins installed (GP)
2013 Steel apron flaps replaced with rubber-coated flaps (LI)
Timber wingwalls replaced with steel structures (GP)
Terminal remote control system installed, electrical and hydraulic equipment updates (LI)
2014 Terminal remote control system installed (GP)
All four timber dolphins replaced with steel structures (GP)
2015 Steel apron flaps replaced with rubber-coated flaps (GP)
Emergency temporary repair to outer timber dolphin (LI)
Rate adjustment
2017 Electrical system overhaul (GP)
## Table 1

**FERRY SYSTEM CURRENT AND REPLACEMENT VALUES - 2018**

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<th>VESSELS</th>
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<td>CAPACITY -- Cars</td>
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### FACILITIES

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<th>SCHEDULED REPLACEMENT/MODIFICATION YEAR</th>
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<th>ESTIMATED REPLACEMENT COST 2018 $’s (2)</th>
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**NOTES:**

(1) Current Insured Value  
(2) Per 2018 LOS Alternatives Analysis by KPFF Consulting  
(3) Replacement requires relocation. A phased approach to relocation will include modifications to existing facilities prior to completion of the new facility.  
(4) Estimated using a 40-year life and straight-line depreciation (including depreciated improvements)
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Note 1: After Subtracting the MVFT Deficit Subsidy. Budgeted for 55% fare recovery.
Note 2: As Shown On Table 2, including capital expenditures.
Note 3: Equal to 80% of Fares
Note 4: Equal to 20% of Fares
Table 3

Lummi Island Ferry 14-Year Capital Program
All in 000’s Table 3 Expenditures 2019-2032 Page 1

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## WHATCOM COUNTY COUNCIL AGENDA BILL

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### TITLE OF DOCUMENT:
Resolution approving Lake Whatcom Water & Sewer District Comprehensive Plan

### ATTACHMENTS:

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<td>SEPA review completed?</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.)

Resolution approving Lake Whatcom Water & Sewer District Comprehensive Plan

### COMMITTEE ACTION:

### COUNCIL ACTION:

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<th>Related County Contract #:</th>
<th>Related File Numbers:</th>
<th>Ordinance or Resolution Number:</th>
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Please Note: Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).
RESOLUTION NO. ____________

APPROVING LAKE WHATCOM WATER AND SEWER DISTRICT WATER SYSTEM COMPREHENSIVE PLAN

WHEREAS, the Lake Whatcom Water and Sewer District has been in the process of developing a Water System Comprehensive Plan; and

WHEREAS, State law (RCW 57.16.010(7)) requires the County Council to approve, conditionally approve, or reject comprehensive water system plans; and

WHEREAS, a determination of non-significance was issued pursuant to the State Environmental Policy Act on November 28, 2017; and

WHEREAS, the Whatcom County Public Works Department approved the Water System Comprehensive Plan on February 12, 2018; and

WHEREAS, the Whatcom County Planning and Development Services Department issued a Local Government Consistency Determination relating to the Water System Comprehensive Plan on March 5, 2018; and

WHEREAS, the Whatcom County Health Department approved the Water System Comprehensive Plan on March 12, 2018; and

WHEREAS, the Lake Whatcom Water and Sewer District submitted a final Water System Comprehensive Plan (June 2018), revised to address agency comments, for review and approval by the County Council; and

WHEREAS, under the provisions of state law, the Whatcom County Comprehensive Plan, and County-wide Planning Policies, water service in rural areas must be at rural levels and should not be used as a basis for rezoning property; and

WHEREAS, the County Council reviewed Lake Whatcom Water and Sewer District Water System Comprehensive Plan for compliance with the approval criteria set forth in RCW 57.16.010(7)) and RCW 57.02.040 and finds that the plan satisfies these criteria, subject to certain conditions.

NOW, THEREFORE, BE IT RESOLVED that the County Council hereby approves the Lake Whatcom Water and Sewer District Water System Comprehensive Plan dated June 2018, subject to the following conditions:

1. Water service shall be provided consistent with densities allowed in the Whatcom County Zoning Code (Title 20).

2. Provision of water to land outside the Urban Growth Area shall not serve as the basis for rezoning properties.

APPROVED this _____ day of ________________2018.

ATTEST

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Clerk of the Council
Rud Browne, Council Chair

APPROVED AS TO FORM:

______________________________
Civil Deputy Prosecutor
LAKE WHATCOM WATER AND SEWER DISTRICT

WATER SYSTEM
COMPREHENSIVE PLAN

JUNE 2018

Board of Commissioners:
Laura Weide,
Todd Citron, Bruce Ford
John Carter, Leslie McRoberts

Bill Hunter, PE - Interim General Manager

Prepared By:
Wilson Engineering, L.L.C.
805 Dupont Suite 7 Bellingham, Washington 98225
Tel. (360) 733-6100 Fax. (360) 647-9061
for the provision of water services for Lake Whatcom Water and Sewer District, including a capital construction and improvement plan, is hereby adopted by Lake Whatcom Water and Sewer District and forwarded for approval to the Whatcom County Council. In accordance with WAC 246-290-100, the District also forwards the plan to the Washington State Department of Health for approval and to adjacent utilities to assess consistency in planning efforts.

ADOPTED by the Board of Commissioners of Lake Whatcom Water and Sewer District, Whatcom County, Washington, at a regular meeting thereof held this 27th day of June, 2018.

Laura Weide, Board President

Todd Citron, Commissioner

Bruce Ford, Commissioner

Leslie McRoberts, Commissioner

John Carter, Commissioner

Approved as to form, District Legal Counsel

Resolution No 848
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Approved: June 27, 2018
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APPENDIX L – WATER QUALITY MONITORING SCHEDULES

APPENDIX N – SERVICE AREA CHARACTERISTICS
Introduction

The purpose of this Water System Plan is to assist Lake Whatcom Water and Sewer District (LWWSD, formerly Whatcom County Water District 10) in making the best use of available resources to provide high quality water service and to protect the health of the District's customers.

The Water System Plan will guide the District in its decision-making regarding capital improvements and operations. It will also help the Washington State Department of Health ("DOH") verify that the District's water systems comply with the federal Safe Drinking Water Act and relevant state regulations.

The Water System Plan has been prepared in accordance with the requirements, sequence, and formatting outlined in the Washington Administrative Code WAC 246-290-100. This Plan is an update of the District’s 2010 Water System Plan. It is the intent of the Board of Commissioners that, once adopted, this Water System Plan and its appendices will meet current DOH planning standards, and supplant the 2010 Water System Plan. If the current Water System Plan is inadvertently silent on any issue of policy, the Board of Commissioners will separately consider such matters if and when presented by existing or potential water system customers.
defined by the Lake Whatcom Water and Sewer District Administrative Code, Section 3.4.

There are areas within the overall District boundary that are not included in any of the Future Service Areas. These areas are zoned rural forestry (RF), commercial forestry (CF), or are owned by the City of Bellingham, Whatcom County, or Whatcom Land Trust and designated as space that will not be developed. Figure 2-1 shows the Whatcom County zoning designations. Given the current climate in the Lake Whatcom Watershed, it is unlikely that these areas will be developed. The District has made no determination not to serve these properties.

The District is proposing minor boundary adjustments in Geneva near its border with the City of Bellingham, and along Academy Road in the North Shore area adjacent to Whatcom County Water District 7. Both of these adjustments are to adjust service areas to eliminate boundary overlaps and acknowledge that the properties are more likely to be served by the adjacent water purveyors.
1.1 Ownership and Management

The water system name as listed in DOH official records is Lake Whatcom Water and Sewer District. The District’s Public Water System ID numbers are:

- 959101 – South Shore Service Area (Geneva to Sudden Valley)
- 081181 – Eagleridge Service Area
- 52957B – Agate Heights Service Area
- 047828 – Johnson Well Service Area (Group B)

The District is a special purpose water and sewer district governed by RCW Chapter 57. A copy of the District’s Certification of Registration from the Department of Revenue is included in Chapter 10.1 – Supportive Documents.

The District is governed by an elected, five member Board of Commissioners. The Commissioners determine policy, set rates and charges, and approve the budget. The District employs a full-time General Manager and an operating and administrative staff currently numbering seventeen persons. The General Manager is in charge of daily operations and approves expenditures within the budget. The in-house District Engineer also functions as the Assistant General Manager. The District routinely engages a consultant engineering firm and consultant attorney to advise and aid the Board in its decision-making. The consultant-engineering firm provides analysis, design, plan review, and construction management services to the District on an on-call basis. See Figure 1-2 for the full organizational chart.

![Organization Chart](image)

Figure 1-2: Lake Whatcom Water and Sewer District Organizational Chart
City of Bellingham bulk water. Since 1977, the distribution system has been gradually expanded and upgraded by means of numerous utility local improvement districts, developer extensions, and Drinking Water State Revolving Fund loan projects. In 2004, the District installed a water main that connected the Sudden Valley water system to the Geneva water system. This enables the District to supply Geneva with water produced by its water treatment plant in Sudden Valley. The District no longer purchases bulk water from the City of Bellingham, but the connection is still serviceable as an emergency intertie.

The Geneva Area has a mixed history of growth. The State’s 1990 Growth Management Act and the 1992 imposition of a sewer capacity moratorium slowed the pace of population growth in the Geneva area. Throughout the 1990-2000’s, Whatcom County and the City of Bellingham have been engaged in comprehensive land use planning and/or the legal appeals related thereto in an effort to determine and control maximum potential population densities for the Geneva area. Because most of the Geneva Area is within the Lake Whatcom watershed, efforts have been made to minimize potential impacts of urban development on the water quality of Lake Whatcom while recognizing the existing urban character and development pressures of the area.

The District’s Geneva area currently contains several land use categories:

- Urban Growth Area (“UGA”), zoned Urban Residential (“UR”)
- Existing urban character residences located outside of the UGA (Strawberry Point area)
- Rural residential areas outside of the UGA, some with water service, and some anticipated to require water service in the future
- Recreational Open Space (land restricted from development)

The Geneva area also includes the District’s approximately 90 sewer-only customers along Lake Whatcom Boulevard, between Geneva and Sudden Valley, and Euclid Avenue. The Lake Whatcom Boulevard customers obtain their potable water from individual wells or direct private withdrawals from Lake Whatcom. The Euclid Avenue customers are served by the Glen Cove Water System which purchased water from the City of Bellingham.

C. North Shore Area - Eagleridge:

There are approximately 107 District water connections in the North Shore Areas while there are over 340 District sewer connections in the same area. The majority of the District’s customers in this area are sewer-only customers that are served by individual wells or direct private withdrawals from Lake Whatcom.

The District began operating the Eagleridge Water System in 1989. It currently serves 68 residences from an intertie with the City of Bellingham’s water system and a District-owned water booster station.
to supply the new, higher elevation reservoir. A Pressure Reducing Valve (PRV) vault was also installed to maintain acceptable pressure at the Agate Height subdivision.

Further expansion of the Agate Heights water system within the North Shore Area, beyond the Agate Heights subdivision, is discussed in detail in the North Shore Consolidation Study (Appendix C). As mentioned above, the Study assumes that the water source for the consolidated system would be the well at Agate Heights, and that the City connection at Eagleridge would remain as an emergency back-up supply. The consolidated water system could merge the Eagleridge other Group A and B water systems, and homes with individual wells and direct private surface water withdrawals with the Agate Heights water system.

1.2.2 Geography
Detailed information on the physical characteristics of the Areas is included in Appendix N. Summaries of the geography for each Area are included below.

A. South Shore (Sudden Valley and Geneva):
In the Sudden Valley area, the water system traverses very steep terrain, with system elevations ranging between 314 and 1,070 feet above sea level. This portion of the system has 47 PRVs to maintain appropriate water pressure throughout the system because of the steep terrain. Sudden Valley and Geneva are connected by 1.3 miles of 8-inch water main and one pressure reducing valve. The District's water intake is in the deeper, larger Basin 3 of Lake Whatcom.

The Geneva area also includes steep terrain, with elevations in the current service area ranging between 314 and 800 feet above sea level. Geneva currently has two pressure zones served by gravity and a third higher-elevation pressurized zone to serve the south end of the service area. The City of Bellingham bounds this service area on the west.

B. North Shore - Eagleridge:
The Eagleridge system currently has one pressure zone. The City of Bellingham bounds this area on the west.

C. North Shore - Agate Heights:
The Agate Heights (a.k.a. Richalou Estates) water system contains four pressure zones. The original Agate Heights reservoir is at 557 feet above sea level. A second tank was installed at 825 feet to serve the Lake Whatcom Residential and Treatment Center and the highest zone of Agate Heights.

1.2.3 Neighboring/Adjacent Purveyors:
The City of Bellingham is adjacent to the west of the District at Geneva and at Eagleridge. The Glen Cove Water Corporation is located within the Geneva Area and adjacent to Bellingham's City limits. Glen Cove has 21 connections and purchases water from the City of Bellingham. There have been discussions with the Glen Cove Water Association about consolidating with LWWSD and becoming part of the South Shore water system. Adjacent to LWWSD's northern boundary is Whatcom County
There is one intertie from the Sudden Valley water system to the Geneva water system. With this intertie the District supplies water to Geneva from its water treatment plant in Sudden Valley.

B. Geneva Area:
The Geneva water system includes:

- 15 miles of water distribution mains,
- 0.5 MG distribution reservoir
- Inactive 0.07 MG reservoir
- One mile long intertie with the Sudden Valley water system
- A transmission pump station (Beecher at Columbus Street)
- 7 pressure reducing valve stations, and
- Two distribution pressure booster stations (LID W-5 and South Geneva at Lake Louise Road).
- An emergency intertie with the City of Bellingham located on Lakeway Drive at Scenic Avenue (currently has a transmission booster pump stations but the District is investigating removing and replacing it with PRV since there is increased pressure on the City side.)

The current number of ERUs in Geneva is 1136. With approved reduced source criteria (and further decreases in demands, documented in the 2016 Water Use Efficiency Update [Appendix B]), the water supply source from Sudden Valley is adequate to supply the estimated full build-out of 1239 connections for Geneva.

A small distribution booster station was added in 1999 at Lookout Ave. / Coronado Ave. in the Geneva Area. The District received a request for water service from 5 single-family homeowners with failing individual wells. The booster station was required since the houses would not have adequate pressure due to their elevation relative to the existing reservoir and their distance from the water main. The homeowners formed LID W-5, plans were approved by DOH, and construction was completed in 1999.

A Developer Extension Agreement project added a booster pump station and approximately 2234 feet of 8-inch HDPE water main to serve existing and future development. The project was constructed in 2010. The booster pump station is located on Lake Louise Road and serves the area in the vicinity of Beecher Ave and 10th / 11th Streets (currently known as Lost Creek Ln.). The future plan is to construct a reservoir at the top of this highest pressure zone and convert the booster pump station to a transmission pump station to feed the future reservoir.
Whatcom County Coordinated Water System Plan
The District’s Water System Plan is consistent with the Whatcom County Coordinated Water System Plan (September 2016). Specific areas of impact are discussed in the appropriate sections of this plan.

Lake Whatcom Watershed Protection Plan
The District’s Water System Plan is compatible with the Lake Whatcom Management Program 2015-2019.

City of Bellingham Water System Plan
The District’s Water System Plan is consistent with the City of Bellingham Water System Plan (2009 with update in 2013). The City of Bellingham is the wholesale water purveyor for the Eagleridge Water System. The City of Bellingham also provides water storage in its own tanks for the Eagleridge Water System. The City of Bellingham can also provide water to the Geneva area through an emergency intertie.

In accordance with the Whatcom County Coordinated Water System Plan Regional Supplement (CWSP), the District matches the minimum fire flow requirements of the City of Bellingham (the adjacent municipal corporation) for the District’s Geneva and North Shore/Eagleridge areas.

Lake Whatcom Water and Sewer District’s Sewer Comprehensive Plan
This Water System Plan is consistent with population forecasts of the District’s Sewer Comprehensive Plan adopted in May 2014. DOE approval was received on June 6, 2014.

1.5 Existing Service Area Characteristics
Detailed information on the Area characteristics are included in Appendix N. The earlier Figure 1-1 showed the geographic relationship of all District territory subareas. The South Lake area has no District water facilities, and none are proposed within the planning horizon of this plan update.

1.6 Future Service Area
Service can be extended into Future Service Areas shown on Figure 1-1 if all other land use regulations are met. Over the past ten years, distribution system expansions have generally been limited to developer extension agreements or local improvement districts formed by resident petition.

The residences presently served by direct-draw from Lake Whatcom, private wells, or small water systems have been included in the planning forecasts. These residences are located on the north shore from the city limits to the end of North Shore Road, and on the south shore from Strawberry Point in Geneva to Sudden Valley, and along the northern section of Euclid Avenue. The residences on the north shore are discussed in Appendix C, and the residences along the northern section of Euclid Avenue (Glen Cove Water System) have expressed potential interest in consolidating. Grant applications have previously been submitted to investigate the Glen Cove consolidation feasibility, but the District was not one of the successful applicants.
Resolution 757 also outlines the procedure for establishing new temporary water systems within the District’s borders. As a general rule, the District has declined to own and/or operate Group B water systems or Group A systems that were not constructed under developer extension agreements. One exception to this is the operation of the North Shore Johnson well, currently serving only two existing residences. The District may consider operating satellite/remote systems on a case-by-case basis for compelling public health reasons, and if doing so will not have a negative financial impact on other District ratepayers. The *Eagleridge Water System* and *Agate Heights Water System (aka Richalou Estates)* are isolated Group A systems created by developers to District standards and now owned and operated by the District.

**Design and Performance Standards:** The District has adopted minimum design and performance standards equivalent to or better than those in the Whatcom County Coordinated Water System Plan. The District’s design and performance standards are defined in *Lake Whatcom Water and Sewer District Design and Construction Standards – September 2017 (Appendix H).*

**Surcharge for Outside Customers:** The District currently has no out-of-District customers and no surcharge policy. If and when Outside Customers approach the District for service, the District will address the issue of surcharges.

**Formation of Local Improvement Districts Outside Legal Boundaries:** The District will evaluate LID’s outside the legal boundaries on a case-by-case basis. If the District is approached about providing water service outside its boundary, it would determine the feasibility of the expansion and follow the guidelines outlined by the Whatcom County Coordinated Water System Plan.

**Urban Growth Area (UGA):** Within an Urban Growth Area, the District may extend water services with minimal permitting, although the District will not generally pursue system extensions unless a developer or group of landowners is willing to pay for the extension up front. If the extension will benefit additional future populations (either infilling on individual lots or future raw land developments), the developer is generally required to size the facilities for those anticipated populations, and is generally allowed to recover a proportionate sum via latecomer agreements with the District. The Geneva Area is the only District area that is part of an UGA (City of Bellingham). The District may consider up-front participation in a developer extension on a case-by-case basis if a public health interest would be served by doing so.

Outside of the UGA, service extension requests will be considered on a case-by-case basis and governed by RCW 36.70A.110(4). The facilities will be designed to provide for rural population densities allowed by current zoning, and will be designed in accordance with good engineering practice. According to the Municipal Water Law, Attachment 8, “‘Rural governmental services’ or ‘rural services’ include those public services and public facilities historically and typically delivered at an intensity usually found in rural areas, and may include domestic water systems, [and] fire and police protection services...Water service must be designated at the level of service designated appropriate by the local land use authority for that area.”
borders, the District already has many of the powers associated with being an SMA, the Board affirmed their previous decision and will not seek SMA approval.

1.10 Conditions of Service (Duty to Serve)
The District’s Administrative Code defines the conditions under which it will provide water service including having sufficient physical capacity and water rights, and consistency with local planning and District policies. The District has two documents that are used to procure new water services. The first is the Residential Water Permit Application for single residential requests. The second is the Developer Extension Agreement (DEA) which is used for system extensions by developers. These documents include Purveyor responsibilities, customer responsibilities, current connection fee schedule, consent agreements for inspection, maintenance, and repair activities, cross-connection control requirements, latecomer provisions and project-specific system design requirements in the case of developer extensions. Meter and material specifications are included in the District’s design and construction standards. A copy of the Residential Water Permit Application and DEA template are included in Appendix G. The District’s design and construction standards are included in Appendix H.

1.11 Complaints
The District’s policy and process for dealing with complaints is described in detail in Section 6.8 – Customer Complaint Response Program.
Seasonal variation in water demand in Sudden Valley is very small. This can be seen in Appendix B, Exhibit 1 where summer demands are only about 10-20% higher than annual average demands. This is also demonstrated in the low MDD:ADD ratio of 1.34. The low seasonal variation in demand is consistent with the landscaping and forested nature of the community. Exhibit 1 shows that demand from all customer classes increased by a similar amount (roughly 10-20%) in the summer months.

Distribution System Loss (DSL) in Sudden Valley has decreased from 27.6% in 2005-2007 to 12.9% in 2012-2014. See Appendix B for further details and efforts toward minimizing DSL.

B. Geneva Area:

As of January 2017, the Geneva Area had 1,065 service connections and 1,132 ERUs. The estimated population is 3,056 (2.7 times the number of ERU's). The majority (90%) of the ERUs come from the “Residential” customer class, 4% of ERUs are of the “Multi Unit” customer class, and 5% are of the “Institutional” customer class.

Detailed analysis of water use was presented in the WUE Plan (Appendix B). In summary, the highest ADD for 2012-2014 was 152 gpd per ERU (2013). This assumes an estimated 100% full-time occupancy and is less than the 245 gpd per ERU approved in 1997 Source Criteria Reduction Report approved by Department of Health. To remain conservative but more realistic than the 245 gpd/ERU, a value of 175 gpd/ERU will be used for future projections. Because the conservation program is mature and this is a fairly low ADD relative to other water systems, this is the only ADD value used and there is no projection with additional conservation savings.

MDD for Geneva is based on daily readings of the Dutch Harbor intertie meter. The highest MDD for 2014-2015 was 322 gpd per ERU. This is significantly less than the MDD of 500 gpd per ERU approved in 1997. To move closer to actual demands but remain conservative, an MDD of 370 gpd/ERU is used for future projections.

Demand in the Geneva area demonstrates moderate seasonal variability. Exhibit 1 of the Water Use Efficiency Plan shows that summer demands are about 35% higher than annual average demands. The MDD:ADD ratio of about 2 is also in line with this observation. The summer demand increase of 35% is fairly consistent across all three customer classes.

Distribution System Loss (DSL) in Geneva has decreased from 11.0% in 2005-2007 to 9.1% in 2012-2014. See Appendix B for further details and efforts toward minimizing DSL.

C. North Shore Area - Eagleridge:

The District had 68 ERUs on the Eagleridge water system as of January 2017. The estimated population is 197 (2.9 times the number of ERUs). All of the ERUs are from the “Residential” customer class.

Detailed analysis of water use is presented in the WUE (Appendix B). In summary, water use for 2012-2014 shows a maximum ADD of 231 gpd per ERU. This is significantly lower than previous assessments, so to remain conservative but more realistic, an ADD value of 250 gpd/ERU is used for future projections (without
programs that are mature and water use is quite low, so demands with conservation savings represent current demands.

The minimum zoning outside of the Geneva UGA and the Sudden Valley LAMIRD is one lot per five acres (R5A). Whatcom County Code 20.32.252 Rural Residential Overlay allows higher density development with public water, but it only applies to areas designated Rural Neighborhoods in the Whatcom County Comprehensive Plan. **There are no areas within the District that are designated Rural Neighborhood.** Therefore, public water will not change the allowable density of any subdivision in the District.

A. **Sudden Valley Area**

The Sudden Valley Area is a residential area with a golf course and a small strip mall. There are no projected agricultural or industrial water needs. The Sudden Valley Community Association has its own water source for irrigation of the golf course. Future development in Sudden Valley is projected to consist of infill of vacant lots and may include restoring the SVCA Campground or development of private commercial lots near the Village Market.

**Water Demand Forecasting:** Water demand forecasting for Sudden Valley is summarized at the end of Section 2. The projected growth rate is based on the 2014 LWWSD Comprehensive Sewer Plan, which indicates a projected growth rate of 7 ERU/year for Sudden Valley and Geneva. The current analysis distributed 4 ERU/year to Sudden Valley and 3 ERU/year to Geneva.

The Sudden Valley build-out number of ERUs is based on the following information. In 2015, there were 2667 water ERUs. The Sudden Valley Community Association determined at this time that there were approximately 600 remaining vacant lots after many lots have either been consolidated or purchased by the community association. It is assumed that all future development will be single family residential with one ERU per vacant lot, putting build-out at 3267 ERUs.

The District holds Surface water rights equivalent to 3.4 cfs maximum instantaneous withdrawal, and a total annual withdrawal of 1,800 acre-feet for the combined Sudden Valley and Geneva areas.

B. **Geneva Area**

The Geneva area is primarily residential but has two schools and a church complex. There are no projected agricultural or industrial water needs.

**Water Demand Forecasting:** Water demand forecasting for the Geneva Area is summarized at the end of Section 2. The projected growth rate is as indicated above in the Sudden Valley demand forecasting with 3 ERU/year projected growth.

The Geneva build-out number is based primarily on the build-out analysis performed in the 2014 LWWSD Comprehensive Sewer Plan. This determined that build-out for the Geneva area would be 1219 ERUs. This analysis included all areas where water exists or could be extended to except for the area currently served by the South
D. North Shore - Agate Heights

The Agate Heights System is rural residential in nature. The existing system was designed to supply 52 ERUs.

**Water Demand Forecasting:** Water demand forecasting for the Agate Heights Area is summarized at the end of Section 2. The projected growth rate is as indicated above in the North Shore - Eagleridge demand forecasting with 2 ERU/year projected growth. This is not taking potential water system consolidation (as detailed in Appendix C) into account.

Tables are shown both without conservation savings and with projected conservation savings. The tables indicate that with the projected growth, the existing system capacity of 77 ERUs will not be reached in the 10 year planning period but may be reached in the 20 year planning period. The existing system capacity is not limited by water rights but by treatment as explained in Section 3.3.2.

Build-out for the Northshore Area Consolidation is also shown in the tables (See Appendix C for full description and discussion) because this would be served by the Agate Heights water source. As indicated in the table, this demand can be met either with or without conservation savings assuming the whole system will have the same demands as the Agate Heights system. This assumption may not be appropriate and is discussed in more detail in Appendix C.

The Agate Heights System is supplied by a well with a 60 gpm water right permit (G1-22681P), a 360 gpm water right permit (G1-22763P), and a 18 gpm water right certificate (G1-23449). The G1-22763P water right permit was allocated to the 10-inch Geisbrecht (Agate Heights) well through a water right transfer which was completed in 2003. Ownership of the G1-23449 Water Right Certificate was transferred from the Lake Whatcom Residential and Treatment Center to the District when the Center became a District water customer, and the Place of Withdrawal was changed to the 10-inch well.
### SECTION 2

**Water Demand Forecasting**

#### SUDDEN VALLEY WATER SYSTEM

<table>
<thead>
<tr>
<th>Water Demand Forecasting</th>
<th>With Conservation Savings (existing demand, conservation program is mature)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Average Volume -GPD (based on ( ADD = \frac{150}{gpd/ERU} ))</td>
</tr>
<tr>
<td></td>
<td>ERUs**</td>
</tr>
<tr>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Rights – Annual / Instant. (shared with Geneva)</td>
<td>Annual (Daily Avg) = 1,607,178 GPD</td>
</tr>
</tbody>
</table>

#### GENEVA WATER SYSTEM

<table>
<thead>
<tr>
<th>Water Demand Forecasting</th>
<th>With Conservation Savings (existing demand, conservation program is mature)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Average Volume -GPD (based on ( ADD = \frac{175}{gpd/ERU} ))</td>
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<tr>
<td></td>
<td>ERUs**</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Rights – Annual / Instant. (shared with Sudden Valley)</td>
<td>Annual (Daily Avg) = 1,607,178 GPD</td>
</tr>
</tbody>
</table>

* ADD and MDD values are based on source data which includes distribution system leakage.

** ERU growth projections match 2014 LWWSD Comprehensive Sewer Plan

7 ERU/year for Sudden Valley and Geneva
### SECTION 2

#### Water Demand Forecasting

**NORTH SHORE /EAGLERIDGE WATER SYSTEM**

<table>
<thead>
<tr>
<th>Water Demand Forecasting</th>
<th>ERUs</th>
<th>Without Conservation Savings (Existing)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Total Average Volume -GPD</td>
<td>Maximum Daily Volume -GPD</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(based on ADD= 250 gpd/ERU)</td>
<td>(based on MDD*= 800 gpd/ERU)</td>
</tr>
<tr>
<td>2016</td>
<td>68</td>
<td>17,000</td>
<td>54,400</td>
</tr>
<tr>
<td>2017</td>
<td>68</td>
<td>17,000</td>
<td>54,400</td>
</tr>
<tr>
<td>2018</td>
<td>69</td>
<td>17,250</td>
<td>55,200</td>
</tr>
<tr>
<td>2019</td>
<td>70</td>
<td>17,500</td>
<td>56,000</td>
</tr>
<tr>
<td>2020</td>
<td>71</td>
<td>17,750</td>
<td>56,800</td>
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<tr>
<td>2021</td>
<td>72</td>
<td>18,000</td>
<td>57,600</td>
</tr>
<tr>
<td>2022</td>
<td>73</td>
<td>18,250</td>
<td>58,400</td>
</tr>
<tr>
<td>2023</td>
<td>74</td>
<td>18,500</td>
<td>59,200</td>
</tr>
<tr>
<td>2024</td>
<td>75</td>
<td>18,750</td>
<td>60,000</td>
</tr>
<tr>
<td>2025</td>
<td>76</td>
<td>19,000</td>
<td>60,800</td>
</tr>
<tr>
<td>2026</td>
<td>77</td>
<td>19,250</td>
<td>61,600</td>
</tr>
<tr>
<td>2036</td>
<td>87</td>
<td>21,750</td>
<td>69,600</td>
</tr>
<tr>
<td>Maximum Number of ERUs**</td>
<td>85</td>
<td>21,250</td>
<td>68,000</td>
</tr>
<tr>
<td>City Connection – 150 gpm**</td>
<td>85</td>
<td>216,000 gpd</td>
<td></td>
</tr>
</tbody>
</table>

**NORTH SHORE /EAGLERIDGE WATER SYSTEM**

<table>
<thead>
<tr>
<th>Water Demand Forecasting</th>
<th>ERUs</th>
<th>With Projected Conservation Savings</th>
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<tr>
<td></td>
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<td>Total Average Volume -GPD</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(based on ADD= 210 gpd/ERU)</td>
</tr>
<tr>
<td>2016</td>
<td>68</td>
<td>14,280</td>
</tr>
<tr>
<td>2017</td>
<td>68</td>
<td>14,280</td>
</tr>
<tr>
<td>2018</td>
<td>69</td>
<td>14,490</td>
</tr>
<tr>
<td>2019</td>
<td>70</td>
<td>14,700</td>
</tr>
<tr>
<td>2020</td>
<td>71</td>
<td>14,910</td>
</tr>
<tr>
<td>2021</td>
<td>72</td>
<td>15,120</td>
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<tr>
<td>2022</td>
<td>73</td>
<td>15,330</td>
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<tr>
<td>2023</td>
<td>74</td>
<td>15,540</td>
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<tr>
<td>2024</td>
<td>75</td>
<td>15,750</td>
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<td>2025</td>
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<td>15,960</td>
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<tr>
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<td>16,170</td>
</tr>
<tr>
<td>2036</td>
<td>87</td>
<td>18,270</td>
</tr>
<tr>
<td>Maximum Number of ERUs**</td>
<td>120</td>
<td>25,200</td>
</tr>
<tr>
<td>City Connection – 150 gpm**</td>
<td>120</td>
<td>216,000 gpd</td>
</tr>
</tbody>
</table>

* ADD and MDD values are based on source data which includes distribution system leakage.

** Based on the City Connection limit of 150 gpm and Peak Hourly Demand, as calculated by Equation 5-1 from the DOH Water System Design Manual
3. System Analysis

3.1 System Design Standards

The District has adopted the Design Standards set forth in WAC 246-290-200 through 246-290-250 and the Whatcom County Coordinated Water System Plan (CWSP) (September 2016). The Standards Incorporated by Reference into the CWSP are also adopted by the District and incorporated into this Plan. The District’s standards can be found in Appendix H.

LWWSD adopts and establishes the following standards for construction and operation of its Group A water systems.

<table>
<thead>
<tr>
<th>PARAMETER</th>
<th>Sudden Valley</th>
<th>Geneva</th>
<th>North Shore</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water Quality</td>
<td>In accordance with the federal Safe Drinking Water Act (SDWA), DOH criteria specified in WAC 246-290, and Whatcom County CWSP, all as amended from time to time.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average Daily Demands</td>
<td>150 gpd/ERU</td>
<td>175 gpd/ERU</td>
<td>250 gpd/ERU (Eagleridge) 230 gpd/ERU (Agate Heights)</td>
</tr>
<tr>
<td>Maximum Daily Demands</td>
<td>250 gpd/ERU</td>
<td>370 gpd/ERU</td>
<td>800 gpd/ERU (Eagleridge) 500 gpd/ERU (Agate Heights)</td>
</tr>
<tr>
<td>Peak Hour Demand</td>
<td>Pressure zone - dependent</td>
<td>Pressure zone - dependent</td>
<td>Pressure zone - dependent</td>
</tr>
<tr>
<td>Storage Requirements: Standby</td>
<td>300 gallons/ERU</td>
<td>350 gallons/ERU</td>
<td>500 gallons/ERU (Eagleridge) 460 gallons/ERU (Agate Heights)</td>
</tr>
<tr>
<td>Fire Flow Rate and Duration</td>
<td>Res.: 500 gpm/60 min. Commercial/Condos: 750 gpm/60 minutes</td>
<td>750 gpm/60 minutes</td>
<td>Eagleridge and Agate Heights: 500 gpm/60 minutes</td>
</tr>
<tr>
<td>Minimum System Pressure</td>
<td>In accordance with WAC 246-290-230 and the Whatcom County CWSP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telemetry Systems</td>
<td>PLC, PC-based, Intellution, open architecture SCADA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Backup Power Requirements</td>
<td>Reviewed on a case-by-case basis.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valve Spacing</td>
<td>Every 500 feet.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydrant Spacing</td>
<td>Every 600 feet.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
were inspected in 2012 and found to be in good condition. The raw water pumps were replaced in 1992, and the motors were replaced/rebuilt in 2012. Capacity of the transmission main is sufficient. The intake pipe is 12-inch "Lock Tyton" pipe and extends 390 feet from the on-shore check valve vault. It is approximately another 260 feet to the water treatment plant. The intake is a three-foot by 30-inch diameter concrete pipe with metal inlet screens on both ends. The inlet is supported on concrete about 5 feet above the lake floor. The intake pipe is connected at the center bottom of the concrete pipe.

Treatment – The Sudden Valley Treatment Plant was upgraded in 1992 to increase raw water and transmission pumping capacities to match the capacity of the 2-MGD filtration system. Additional objectives included increasing the reliability of the plant and complying with the EPA's Surface Water Treatment Rules (SWTR). The plant is capable of producing 2 MGD of treated, disinfected water and delivering it to the distribution system, with 100% backup capacity of all pumping systems, and natural gas standby power capable of operating the plant at full capacity. The treatment plant is a direct filtration treatment plant with disinfection provided by gas chlorine.

<table>
<thead>
<tr>
<th>Table 3.3-1 Sudden Valley Water Treatment Plant Pumps and South Shore Transmission / Booster Pumps</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Pump</td>
</tr>
<tr>
<td>Raw Water</td>
</tr>
<tr>
<td>Transfer</td>
</tr>
<tr>
<td>Transmission – Div. 7</td>
</tr>
<tr>
<td>Transmission – Div. 22</td>
</tr>
<tr>
<td>Transmission – Div. 30</td>
</tr>
<tr>
<td>Transmission – Geneva (Beecher)</td>
</tr>
<tr>
<td>Booster – South Geneva</td>
</tr>
<tr>
<td>Booster – LID W5</td>
</tr>
</tbody>
</table>

A baffled, welded steel, 0.22 MG above grade storage tank was constructed at the plant site in 1992 to provide disinfection contact time to meet SWTR requirements. Transfer pumps move the water from the clearwell to the contact time storage tank. The transmission pumps then pump water from the storage tank to the portions of the distribution systems that feed the Division 7 and Division 22 reservoirs.
to the CT reservoir. The transfer pump is a constant rate pump that pumps at 1400 gpm and operates based on an on and off level in the clearwell. The flow rate out of the CT reservoir is dictated by the transmission pump flow rates (either 725 gpm to Div 22 or 840 to Div 7). The greater of the flow in to or out of the CT reservoir (averaged over one hour) dictates contact time. The current average flow rate is 700 gpm based on the operating flow rate of the plant.

But if the plant were to be operated at 1400 gpm, the transfer pump would operate at 1400 gpm constantly and would not need to be cycled on and off. The transmission pumps to both Div 22 and Div 7 could be operated (and throttled to 700 gpm each) so that flow in and flow out of the CT reservoir were both 1400 gpm. As long as the above parameters were met (minimum level of 21.1 ft and chlorine concentration of 1.2 mg/L), the required CT would be provided.

The plant is typically operated at half its capacity, approximately 700 gpm. Because the transfer pump that pumps into the CT reservoir is a constant speed pump that pumps at 1400 gpm and is operates on and off while the plant is operating based on a float, the Department of Health has set a minimum contact tank depth of 16.5 ft (155,000 gallons) based on a flow rate of 1,000 gpm on a 60-minute basis. Options could be investigated to utilize additional water system components for the calculation of contact time. Because the plant pre-chlorinates with a low chlorine dose, additional CT could be calculated for the flocculation basin and filters. There is some pipe between the outlet of the CT tank and the first customer. There is a substantial length of pipe between the outlet of the CT tank and the first customer on the line going toward the Division 22 reservoir (approximately 23 minutes of hydraulic residence time). But there is much less pipe between the outlet of the CT tank and the first customer on the line going toward the Division 7 reservoir (approximately 2.5 minutes of hydraulic residence time). Because of the limited additional benefit of the 2.5 minutes of time toward the CT calculation, it would not be worth the cost to add monitoring stations at each of the two entry to distribution points.

The 2-MGD treatment train includes the following functions:

- Screened raw water pumping
- Addition of alum as flocculating agent
- Coagulation and flocculation
- Pre-chlorination
- Filtration
- Automated filter backwash (to equalization tank, then sanitary sewer)
- Filter to Waste (to sanitary sewer)
- Chlorine disinfection in baffled contact reservoir

A more detailed description of the treatment plant process is included in the Sudden Valley Water Treatment Plant Operations Plan (revised 2017).

**Storage** – The Sudden Valley Area includes three older and one new distribution reservoirs and a finished water reservoir for disinfectant contact time at the treatment plant. A second reservoir has recently been constructed at Division 22 to improve
appeared to be point loading of the pipe against rock, indicating improper or shifted bedding.

The 47 PRV stations are maintained annually, and are included in an on-going repair/replacement program. Replacing aging customer services is also part of the on-going maintenance program. Radio-read retrofit for all the residential service meters was completed in 2007. Retrofitting the radio-read meters for commercial services was completed around 2010.

Throughout the Sudden Valley water system, only minor distribution system deficiencies were identified. See Section 3.3.3, Hydraulic Models for a discussion of the distribution system and potential deficiencies.

| Table 3.3-4 Sudden Valley Area Pipe Material Quantities |
|---------------------------------|----------------|
| Material                        | Range (Inches) | Length (Ft) |
| PVC                             | 2              | 2,000       |
| Ductile Iron/Cast Iron          | 3-12           | 219,196     |

B. Geneva Area:

Source – An intertie between the Sudden Valley and Geneva has been installed and is now the primary supply source to Geneva. The old City of Bellingham intertie remains in-place as an emergency backup. The City recently increased its operating pressure in the area by intertie such that the intertie can now be changed from a pump station to a PRV because the City pressure is higher than the operating pressure in Geneva. The water intakes for the City’s surface water treatment plant and the District’s Sudden Valley surface water treatment plant are approximately four miles apart.

Treatment – Sudden Valley source; See Sudden Valley section for treatment description. See City of Bellingham Water System Plan for treatment description for water fed through emergency intertie.

Storage – The Geneva Area has a single, welded steel, 0.5-MG reservoir located behind the District office at 1010 Lakeview Street. It has a base elevation of approximately 661.12 ft (NAVD88), a diameter of 52 ft, and a nominal height of 32 ft. As discussed above, the Division 22 reservoir is also serving part of Geneva. This eliminated the need for additional reservoir capacity in Geneva. See Section 3.3.2 for a discussion of storage capacities.

Distribution System – The distribution system in the Geneva Area is a mix of old and new water mains. With the completion of projects in 2000 to replace all old 2” galvanized waterlines, and completion of the service meter replacement program, distribution system losses in Geneva have been reduced.

The remainder of all known asbestos cement (AC) water main in Geneva was replaced in the summer of 2015 (approximately 12,000 ft of pipe). Now most of the
Treatment – The well water quality requires removal of manganese as a secondary contaminant. Manganese removal and a chlorine residual are provided by oxidation of the manganese with chlorine followed by filtration. A package filtration plant was installed to provide this treatment. See Agate Heights Operations and Maintenance Manual (incorporated by reference, updated in 2017) for additional details about this treatment system.

Storage – A 79,300 gallon reservoir was installed in 2000 to supply the Richalou Estates Development (now Agate Heights). This reservoir is made of concrete with a 30 ft diameter, 15 ft height, and base elevation 555.29 ft (NAVD88). A 105,700 gallon reservoir was installed in 2008 to supply the Lake Whatcom Residential Treatment Center and Agate Heights (formerly Richalou Estates). This reservoir is made of concrete with a 30 ft diameter, 20 ft height, and base elevation 824.04 ft (NAVD88). The system has four pressure zones. The 105,700 gallon reservoir directly feeds the treatment center, and it also feeds the zone including houses on Opal Terrace through a PRV. The 79,300 gallon reservoir is used as intermediate storage for the upper system and serves the lower connections, some of which are served by the hydraulic grade of the 79,300 gallon reservoir, and some of which are fed through a PRV in the lowest zone. See Section 3.3.2 for a discussion of the capacities of the storage tanks.

Distribution System – The transmission and distribution system consists of approximately 7,000 LF of 4- to 8-inch ductile iron mains. The pumps that pressurize the package treatment plant also pump the treated, disinfected water to the 79,300 gallon reservoir. With the 2008 improvements, the pressure booster system serving the highest pressure zone was converted to a transmission pump system to pump water from the 79,300 gallon reservoir to the 105,700 gallon reservoir. There are two PRVs to separate the pressure zones. See Section 3.3.3 for further discussion of the distribution system.

<table>
<thead>
<tr>
<th>Table 3.3-5B</th>
<th>Agate Heights Pumps</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type of Pump</strong></td>
<td><strong>System Capacities</strong></td>
</tr>
<tr>
<td>Lower Reservoir</td>
<td>2 – 30 gpm</td>
</tr>
<tr>
<td>Upper Reservoir</td>
<td>2 – 21 gpm at 274 feet TDH</td>
</tr>
</tbody>
</table>

3.3.2 System Physical Capacities

A. Sudden Valley:

B. Geneva:

A detailed physical capacity analysis for Sudden Valley and Geneva can be found in Appendix A. The detailed analysis is summarized below. The recent addition of the new Division 22 reservoir is incorporated in to the analysis.

Appendix A demonstrates that the component that limits the physical capacity of the existing water system is storage. Water rights, pump capacity, treatment capacity, and
annual usage. Water rights are not a consideration because the City holds the water rights for the source. Treatment and storage capacity are also not applicable because the City is provides these at the contract flow rate of 150 gpm. The distribution system is designed for fire flow, and residential demands are much lower and therefore the distribution system does not limit physical capacity. The only limiting factors are the contract flow rate of 150 gpm and the pumping capacity. A single residential pump can provide 150 gpm at approximately 20 psi pressure boost, and two residential pumps operating in parallel could easily supply more than 150 gpm. Therefore, pump capacity is not a limiting factor in the physical capacity of the system.

Given the contract limit of 150 gpm and the MDD of 800 gpd/ERU (without conservation savings), the existing 2017 system capacity is 85 ERUs based on peak hourly demand, equation 5-1 from the DOH Water System Design Manual. Build-out for the Eagleridge subdivision and existing customers is 71 ERUs, so the system has capacity for 14 additional ERUs. If conservation savings is realized and MDD decreases to 600 gpd/ERU, the system capacity would be 120 ERUs based on peak hourly demand. This would then allow for 49 additional ERUs beyond the build-out of the Eagleridge subdivision without construction of additional water system facilities.

See Appendix C, the North Shore Water System Consolidation Feasibility study, for discussion of potentially consolidating the Eagleridge and Agate Heights water systems, with the Agate Heights well providing the water source for the combined system.

D. North Shore - Agate Heights:

The physical capacity of the Agate Heights system is analyzed in the same way the south shore system was analyzed in Appendix A. Water demands are discussed in Section 2.1 – MDD (without conservation savings) is 500 gpd/ERU, and ADD (without conservation savings) is 230 gpd/ERU.

Water rights are discussed in the beginning of Section 3 – in summary, the groundwater rights total 438 gpm instantaneous flow and a maximum annual volume of 506.9 acre-feet. Because the source must provide MDD for the system, the instantaneous water rights could serve 1261 ERUs. Based on ADD, the annual water rights could serve 1967 ERUs.

The existing pumping capacity and treatment capacity are the same at 30 gpm. In order for this to provide MDD, the maximum number of ERUs that could be served would be 86 ERUs.

See Table 3.3-6 for a summary of existing storage capacity for the Agate Heights water system. Note that dead storage only includes the 0.5 ft for the physical raised outlet at the base of the tank for both of the reservoirs. No additional dead storage is needed as both of the bases are substantially higher than 46 ft above the highest residence served (providing the required 30 psi at the service meter). Also note that standby storage is nested within fire suppression storage for the upper reservoir while fire suppression storage is nested within standby storage for the lower reservoir. The Fire suppression storage volume for the upper reservoir was set by the local fire
A. Sudden Valley: and

B. Geneva:
The hydraulic model for Sudden Valley and Geneva was updated since the previous water system plan update. Updates included infrastructure for all Developer Extension Agreements that have been constructed, updates to Maximum Day Demand (MDD) and Peak Hour Demand (PHD), and updates to PRV settings so that the model represents current settings and conditions. Pump curves were updated so that flow rates accurately represented measured flow rates. Fire flow demands were updated to include junctions with new hydrants. The new Division 22 reservoir was added to the model. Elevations were updated to be based on NAVD88 (which is now the vertical datum used by the City of Bellingham).

The modeling performed was for the full anticipated build-out population of Geneva and Sudden Valley based on existing infrastructure (infill of vacant lots). Build-out for Geneva is estimated at 1239 ERUs and build-out for Sudden Valley is estimated at about 3267 ERUs. Scenarios for less than full build-out were not assessed because the system currently has capacity for full build-out.

Summary Analysis Results: Model results indicate that there is generally sufficient pressure and flow to meet the regulatory requirements of maintaining 30 psi during peak hour demand (PHD) and maintaining 20 psi under maximum day demand (MDD) plus fire flow at all current fire hydrants with some exceptions.

The original system was designed to previous State standards (20 psi residual pressure during PHD instead of the current 30 psi during PHD) and certain lots close to the reservoirs, or areas at elevations similar to the reservoirs, have less than 30 psi residual during peak hourly demand conditions. These lots qualify for reimbursement by the District for the purchase of a residential booster in accordance with District Resolution 410 (and Resolutions 721, 778, Administrative Code 4.2.1). Primarily because of the low pressures without fire flow, there are three fire hydrants that provide less than 400 gpm while maintaining 20 psi and roughly 30 hydrants that provide between 400 and 500 gpm while maintaining 20 psi. There are numerous hydrants that provide between 500 and 750 gpm while maintaining 20 psi. The District may consider labeling hydrants with capacities for this reason, as described further in Appendix E. Full results can be seen in Appendix E.

In the previous water system plan, there was an area in Geneva where the system pressure exceeded 100 psi and a portion of the distribution mains in the area were AC mains. Pressure Reducing Valves were installed at Lowell Ave. and Oriental Ave. in 2012 to remedy the high pressure Appendix E also shows that there remain many areas where pressure is between 100 and 140 psi. As of 2015, all known AC mains have been replaced with ductile iron or HDPE water mains, so water main breaks due to fragile pipe under high pressure is less of a concern. In addition, the District has a policy of requiring residential pressure reducing valves on all services (Resolution 784).
have indicated that larger pumps would aid in overall system operations. This upgrade will be coordinated with the proposed project to increase the capacity of the Agate Heights Water Treatment Plant.

Hydraulic profile schematics for the District’s three Group A systems (South Shore, Eagleridge and Agate Heights) can be found on the following pages (Figures 3.3-2 through 3.3-4). There is no profile for the Johnson Well system since it only consists of a well and two services, and is not expected to expand.
Zone NA-TC
Tank (T-NA-2)
HGL = 844.04
Base Elev. = 824.04
10 ft. Diameter
20 ft. Height
105,700 Gal Capacity

PRV
HCL = 769

Zone NA-A

Booster Pumps (PMP-NA-1&2)
Intake HCL = 570.29
Disch. HCL = 844.04
Pump Elev. = 550

Zone NA-B

Tank (T-NA-1)
HCL = 570.29
Base Elev. = 555.29
30 ft. Diameter
15 ft. Height
79,300 Gal Capacity

PRV
HCL = 520

Zone NA-C

Note: Elevations shown are based on NAVD88 vertical datum to the extent that they can be confirmed based on existing information.
• Provisions or Limiting Conditions – Supply is limited to 150 gpm domestic, 750 gpm fire flow by agreement with the City of Bellingham.

D. North Shore - Agate Heights:
• Source Type – ground water
• Source Location – Section 24, Township N. 38, Range 3E W.M., Whatcom County
• Purpose of Use – domestic water supply
• Place Of Allowed Use – land within boundaries of LWVSD
• Current Place Of Use – See Retail Service Area, Figure 1-1
• Time Of Use – No limits
• Provisions Or Limiting Conditions – N/A.

3.4 Summary of System Deficiencies
The system analyses did not identify any major deficiencies in any of the service areas. The system deficiencies identified are more areas that could be improved, and are summarized in the following table.

<table>
<thead>
<tr>
<th></th>
<th>Sudden Valley Area</th>
<th>Geneva Area</th>
<th>Eagleridge</th>
<th>Agate Heights</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source</td>
<td>Replace pumps; improve communications and security</td>
<td>Convert emergency intertie to PRV</td>
<td>None</td>
<td>Improve security; small maintenance tasks (6.10)</td>
</tr>
<tr>
<td>Treatment</td>
<td>Replace alum tank; switch disinfection; maintenance tasks (6.10)</td>
<td>N/A</td>
<td>N/A</td>
<td>Additional treatment capacity needed with system expansion</td>
</tr>
<tr>
<td>Storage</td>
<td>Reservoir seismic upgrades; Reservoir recoating</td>
<td>Reservoir seismic upgrades; Reservoir recoating; South Geneva reservoir</td>
<td>N/A</td>
<td>Additional storage needed with system expansion</td>
</tr>
<tr>
<td>Distribution System</td>
<td>Consider decommissioning some PRVs; install pressure monitoring</td>
<td>Consider decommissioning some PRVs; install pressure monitoring</td>
<td>Consider removing the three low flow pumps and possibly fire pumps</td>
<td>Replace transmission pumps</td>
</tr>
</tbody>
</table>
containment in case of a leak. The replacement tank should include secondary containment to be able to contain the full tank volume in case of a leak.

The only entrance and exit to the WTP building is a man-door, which is not large enough to accommodate a new tank. The treatment plant building will likely need to be retrofitted with a roll-up door to facilitate this project and any future replacement of large equipment in the treatment plant.

**Water Treatment Plant Chlorination System** – The Sudden Valley Water Treatment Plant currently uses gas chlorine for disinfection. Gas chlorine requires stringent safety protocol to prevent operator and public health emergencies, and while LWWSD has not experienced any problems with the existing system, switching to a liquid sodium hypochlorite system would present a lower safety risk.

Liquid sodium hypochlorite could be delivered in bulk to a storage tank in the SVWTP, or on-site sodium hypochlorite generation equipment could be purchased. A pre-design phase should examine these two alternatives, in addition to comparing the costs and risks to the current gas chlorine system. Risks of leaks, O&M costs, capital costs, reliability, and potential differences in finished water quality (disinfection by-products) should be included in the alternatives analysis.

It may be possible to design a system that used bulk delivery initially and could later be modified to include on-site generation. Bulk delivery and on-site generated sodium hypochlorite have different concentrations (12.5% for bulk delivery, 0.8% for on-site generation), but the storage volume required for either may be similar since more active chemical needs to be stored for bulk delivery than for on-site generation.

**Distribution System** – As the hydraulic profile indicates, there are many connections between pressure zones that have a large number of PRVs connecting two adjacent pressure zones. Having more than two or three PRVs connecting two pressure zones is generally overly redundant and results in excess maintenance costs. Having too many PRVs also increases the risk that one may fail and over-pressurize the lower zone. The District is investigating decommissioning some of these redundant PRVs.

The many pressure zones in the South Shore system do not have the pressure continually monitored. This would be helpful to determine if a PRV has failed. The District may consider strategically adding pressure monitoring to closed zones (those not directly fed from a reservoir).

**Storage** – With the addition of the new, second reservoir at Division 22, the South Shore system has sufficient storage for anticipated build-out within the extents of the existing infrastructure.

The Reservoir Seismic Vulnerability Assessment Report details recommended improvements to all of the storage reservoirs in Sudden Valley and Geneva. Before moving forward with performing these improvements, it would be worthwhile to perform an alternatives analysis to compare making seismic and coating
active and functional so that the connection could serve the Geneva area when the 0.5 MG Geneva reservoir is out of service for cleaning/maintenance. As discussed above, making the connection active and functional will require replacement of the existing pump with a PRV.

**Distribution** - To the best of their knowledge, the District has now replaced all AC water mains. Budgetary numbers are included in the ten-year capital facilities plan for additional distribution system improvements such as replacing fire hydrants, blowoffs, aire-release valves, and sample stations.

**Expansion of Service Area** – The District may investigate serving additional areas that have already been developed in the Geneva area. There have been preliminary discussions of consolidating with the Glen Cove water system to the North of the existing service area along Euclid Avenue. The District may also investigate expanding to serve the residences along Lake Whatcom Boulevard between Strawberry Point and Sudden Valley.

**C. North Shore - Eagleridge:**

**Storage** – The existing Eagleridge water system currently relies on storage provided by the City of Bellingham. It is anticipated that this will remain until the Eagleridge system is consolidated with the Agate Heights system. See Appendix C for more information on the North Shore Consolidation study.

**Distribution** - The District will need to replace the pumps and controls at Eagleridge if they are not able to rely on City pressures for normal demands, and/or fire flows.

**D. North Shore - Agate Heights:**

There have been inquiries over the years by individual residents regarding the possibility of expanding the public water system on the North Shore. Several individual wells and Group B systems suffer seasonal shortages of water. See Appendix C for a thorough discussion on the potential for consolidation of the north shore water systems. In general, the Agate Heights well source has sufficient capacity and water rights to serve all of the development along North Shore Road, including Eagleridge and existing private Group A and Group B water systems. This would require new pipe and additional treatment and storage capacity depending on the extent of the consolidation.

A three phase approach to the consolidation is envisioned. The first phase would replace the existing treatment plant with one with twice the existing capacity and multiple filter units. This would switch the system’s limiting capacity factor from treatment to storage and would allow for over 50 additional connections.

A second phase may include extending the distribution main to the two closest Group A water systems and would include adding a storage reservoir and a second water treatment plant module.

A third phase may include extending the distribution main to the west to connect to the Eagleridge system and potentially to the east to the end of North Shore Road. This
4. Water Resource Analysis

4.1 Water Use Efficiency Plan Development and Implementation

The District has had a conservation plan in effect since 1988. The District adopted its current Water Use Efficiency Plan in February 2016. The Plan outlines current and future water conservation measures and relevant data. The WUE plan is incorporated here in Appendix B.

The Sudden Valley area had a history of high levels of distribution system losses. The 3 year average distribution system losses (DSL) (2005-2007) were 27.59%. The District has taken actions to decrease DSL, and the 2012-2014 3 year average DSL was 12.86%. Current goals for further improvements in water use efficiency for Sudden Valley include reducing DSL to less than 10%, reducing summer peak usage to 55 gallons per capita per day by 2020, and reducing average annual usage by 2% by 2020. Because current DSL is greater than 10%, the District is implementing water use efficiency measures as detailed in Appendix B.

The Geneva area’s 3 year average DSL for 2012-2014 was 9.1%. Current goals for water use efficiency include maintaining less than 10% DSL, reducing summer peak usage to 65 gallons per capita per day by 2020, and reducing average annual usage by 2% by 2020. After replacing over 12,000 feet of asbestos concrete mains in 2015, the District anticipates the DSL to continue going down.

Distribution system losses in North Shore - Eagleridge have been minimal, averaging 2.87% from 2012 to 2014. Current goals for water use efficiency include maintaining low DSL, reducing summer peak usage to 100 gallons per capita per day by 2020, and reducing average annual usage by 10% by 2020.

The North Shore - Agate Heights distribution system losses in 2012-2014 averaged 2.83%. Current goals for water use efficiency include maintaining low DSL, reducing summer peak usage to 75 gallons per capita per day by 2020, and reducing average annual usage by 10% by 2020.

The decreases in distribution system losses is a result of the concerted effort by the District and show the effectiveness of their water use efficiency plan.

4.2 Source of Supply

A. Sudden Valley Area:

The District does not anticipate pursuing additional water rights for the Sudden Valley Area within the next 20 years. The District received Department of Health approval in 1996 for a reduction in source criteria and documented further decreases in water demand that should allow the existing water rights to support full build-out (Appendix B). The Sudden Valley Community Association actively pursued population density reduction in the watershed by acquiring and restricting properties, and reducing dues for consolidated lots. As of August 2015, 1439 of the original lots have either been purchased by the Sudden Valley Community Association and placed under restrictive covenant or consolidated with other lots, which allows the water rights to adequately service full build out (including the Geneva area).
4.3 Interties

Existing Interties

A. Sudden Valley:
Sudden Valley has an intertie with Geneva, which is used to supply Geneva. This is a connection between two District service areas that are now considered one water system (with one DOH system ID number).

B. Geneva:
The Geneva water source is an intertie with the Sudden Valley. The location is from Topper Drive, along Dutch Harbor Road, connecting at Lake Whatcom Blvd., near Strawberry Point. There is also a back-up, emergency intertie with the City of Bellingham, which used to be the primary supply to Geneva. The emergency intertie is located on Lakeway Boulevard at the City limits (Scenic Ave).

C. North Shore - Eagleridge:
The water source for the Eagleridge Water System is an intertie with the City of Bellingham. It was first used in 1989. Its purpose is to supply water to the Eagleridge Water System. The physical capacity of the intertie is 750 gpm and is limited by agreement with the City. The District’s Eagleridge booster station currently has the combined capacity to pump 750 gpm (to meet fireflow requirements). The intertie agreement is included in Section 10.2 – Agreements.

D. North Shore - Agate Heights:
There are no existing interties between the Agate Bay water system and the Johnson Well.

New Intertie Proposals
A new intertie between the Agate Heights water system and the Eagleridge water system would be considered if there is sufficient interest in a public water system in the North Shore area. This would be an intertie between two separate District water systems, and would most likely result in the discontinuation of purchasing water from the City of Bellingham. This scenario was explored in detail in the North Shore Consolidation Feasibility study (Appendix C).

4.4 Reclaimed Water Opportunities
Lake Whatcom Water and Sewer District currently sends all sewerage collected to the City of Bellingham for wastewater treatment. Since the District does not have any facilities to process wastewater, and the City’s treatment plant is over 8 miles from the District’s service areas, there are no immediate opportunities for implementing reclaimed water use within the District. The City currently has no plans to implement any reclaimed water projects. It is unlikely that the District will pursue any reclaimed water projects in the next ten years.

The District did include advanced wastewater treatment as one of the alternatives evaluated in the Final Environmental Impact Statement for South Shore Sewage
5. Source Water Protection

5.1. Wellhead Protection Program
The North Shore Area is the only District facility with a well as a Group A water source. The Wellhead Protection Plan has not been reviewed or revised since it was first completed (in 1999). It is recommended that the District review this information every 10 years to verify that land uses have not changed within the wellhead protection area and to ensure that all current property owners have been notified. This is being addressed by the District in the near future.

5.2. Watershed Control Program
The District is a member of the Planning Unit for WRIA 1 and is a member of the Water District Caucus. The District also works with Whatcom County PUD and Whatcom County small cities on water supply coordination and consistency.

The District has actively participated in preparation of the regional watershed control program via the Lake Whatcom Management Program along with the City of Bellingham and Whatcom County. In May 1998, the “Interlocal Agreement Between the City of Bellingham, Whatcom County, and Water District 10 Concerning Joint Management of Lake Whatcom” was adopted. The on-going efforts of the Lake Whatcom Management Program are documented in the five-year Work Plans and updated annually. The District also participates financially in the Lake Whatcom Tributary Monitoring program, led by Whatcom County.

5.3. System Improvements Analysis, Priority, Alternate Selection
There were no water system improvements identified that are associated with the North Shore - Agate Heights Wellhead Protection Plan or the Regional Watershed Protection Plan.
### 6.3 System Operation and Control

The District's water system operation and control can be divided into two categories: Water Treatment, and Distribution/Transmission. The District operates the Sudden Valley Water Treatment Plant (SVWTP) which serves the Sudden Valley area and Geneva area; and the Agate Heights Water Treatment Plant (AHWTP) which serves the North Shore - Agate Heights area. Source water for Eagleridge is purchased from the City of Bellingham. The operation and control of the SVWTP is described in detail in the *Sudden Valley Water Treatment Plant Operations Plan* (revised April 2017). The operation and control of the AHWTP is described in detail in the *North Shore Well and Water Treatment System Management and Operations Manual* (revised April 2017). These documents cover the identification of major system components, routine system operation, preventive maintenance program, and equipment, supplies and chemical listing for the water treatment plants, and are incorporated here by reference.

System Operations and Control for the Distribution/Transmission for the water systems in the District's Areas can be addressed together. The District Engineer is responsible for planning routine and preventive maintenance activities. The Tables below summarize the daily, weekly, monthly, and annual activities associated with the major system components. Routine operations also include utility locates, service installations, investigation of customer complaints, and real estate/rental closings on an as-required basis.

<table>
<thead>
<tr>
<th>Major System Component</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly/Bi-monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Meter (Agate, Eagleridge, Dutch Harbor)</td>
<td>Record meter reading</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SCADA/Chart Recorders</td>
<td>check data</td>
<td></td>
<td>replace chart</td>
<td></td>
</tr>
<tr>
<td>Pump Stations (Agate, Eagleridge, Lookout, Div 30)</td>
<td>visual inspection, pump operation check</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Generators (Agate, Eagleridge, Div 30)</td>
<td>automated test</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reservoirs (Agate, Geneva, Sudden Valley)</td>
<td>visual inspection</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Distribution mains (all)</td>
<td>Cl residual test</td>
<td></td>
<td>Coliform sample</td>
<td></td>
</tr>
<tr>
<td>Meters (all)</td>
<td></td>
<td></td>
<td>Meter reading</td>
<td></td>
</tr>
<tr>
<td>Maintenance Planning</td>
<td></td>
<td></td>
<td>(Bi-monthly)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Monthly calendar</td>
<td>Annual plan</td>
</tr>
</tbody>
</table>

LWWSD – 2017 Water System Plan Update

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Monitoring Well Levels

The Agate Heights (a.k.a. Giesbrecht) 10-inch well is an artesian well and therefore does not have a traditional well level to be monitored. The District does have a pressure gage on the well supply and they record the static pressure periodically.

The Johnson well is also an artesian well and only has two services connected. Monitoring will not be performed at that location unless use increases.

Summary of System Reliability Efforts by Area

A. Sudden Valley Area:

Source Reliability – The intake depth and location in Basin 3 provides high confidence in the reliability of the water quality and quantity. Lake Whatcom water quality has been, and continues to be, extensively monitored by the City of Bellingham and other groups. The District’s Final Environmental Impact Statement (1997) for South Shore Sewage Alternatives presented an extensive literature review of water quality monitoring results.

Water Right Adequacy – Assuming historic usage patterns remain constant, the existing permitted and certificated water rights (shared with Geneva area) are adequate for the current 20-year planning period, and should be adequate for full build-out. (See Section 2.2) On a state-wide basis, the Department of Ecology may attempt to recall portions of certificated water rights not already put to actual beneficial use. Such an agency action might impact the District’s ability to make long range commitments to serve vacant, platted lots. The extent of such potential problems and resolutions cannot be predicted at this time because the District has a combination of certificated and permitted water rights.

Facility Reliability – The Sudden Valley water system was originally designed to provide 500 gpm of fire flow throughout the system. The District goals are to meet the standards of the Whatcom County Coordinated Water System Plan (CWSP) - 500 gpm for 60 minutes for UR3 and RR2 zoning; and 750 gpm for 60 minutes for commercial and URM12 zoning. The current system can meet these fire flow requirements on top of the buildout projected Maximum Daily Demand (MDD) for most of the fire hydrants. The Area also includes R5A and Rural forestry zoning for which there is no fire flow requirement in the CWSP.

All water booster stations have redundant pumps and standby power for facility reliability.

B. Geneva Area:

Source Reliability – The water source for Geneva is the same as Sudden Valley, see above for detailed information. An emergency intertie with the City of Bellingham also exists as backup. The City draws its water from Lake Whatcom. Reliability of source water quality is the purview of the City of Bellingham.

Water Right Adequacy – Assuming historic usage patterns remain constant, the existing permitted and certificated water rights (shared with Sudden Valley area) are
Facility Reliability – There were no issues identified with regard to facility reliability associated with the Agate Heights Water System. The Agate Heights water system is capable of providing fire flow capacity of 500 gpm.

6.6 Sanitary Survey Findings

South Shore

The Department of Health performed a sanitary survey of the South Shore water treatment plant in August 2017. This survey did not identify any significant deficiencies or findings. It did recommend items for follow-up action.

One recommendation was to consider adding flow meters in to and out of the CT reservoir to more accurately calculate the T portion of the CT calculation for disinfection. The flow rate out of the CT reservoir is currently measured with flow meters on the transmission lines to Division 7 and Division 22. Adding a flow meter on the pipe flowing in to the CT reservoir would allow the CT calculation to be more accurate in that it could use whichever flow rate was larger (in or out of the CT tank) to calculate the hydraulic residence time. However, using only the flow rate out of the tank will always be either accurate or conservative in the calculation of hydraulic residence time. The cost to add a flow meter on the pipe coming in to the CT tank would not be justified because the currently measured flow rate out of the CT tank is sufficient for the calculation.

Other recommendations in the sanitary survey letter included investigating techniques to lower backwash water use, and investigating Extended Terminal Subfluidization Wash (ETSW).

North Shore - Agate Heights

The Department of Health performed a sanitary survey of the Agate Heights water system in August 2017. The survey did not identify any significant deficiencies or significant findings, but it did identify one observation and two recommendations.

The observation was that the Wellhead Protection Plan has not been reviewed or revised since it was first completed (in 1999). To address this, it was recommended to review this information on some routine schedule to verify that land uses have not changed within the wellhead protection area and to ensure that all current property owners have been notified. This is being addressed by the District in the near future.

The recommendations are that the insulation around the well be cleaned up and re-done if it is still needed, and that the unknown conduit entering the well head be investigated. These maintenance items are added in Section 6.10 below.
- reservoir levels
- equipment maintenance records
- customer service requests
- customer complaints and inquiries
- rainfall

The District follows a formal records retention schedule detailing the type of records, the required statutory retention period, and the District retention period. The District also maintains an active file index and an inactive/archive records index. The Records Retention Policy is incorporated here by reference.

The water plant operator is responsible for scheduling and conforming to all DOH reporting requirements.

6.10 O & M Improvements
The District’s asset management program tracks the condition and remaining useful life of the District’s assets and assesses maintenance needs to maximize the value of the assets. Some of the more significant maintenance and operational improvements are discussed below.

Sudden Valley and Geneva:

Treatment Plant Maintenance
There are a number of recommended maintenance items within the Sudden Valley Water Treatment Plant, described below.

1. Have a concrete inspector inspect cracks in the concrete walls and inspect the clearwell basin below the filters.

2. Address relatively minor corrosion problems in the upper portion of the floc tank.

3. The filter media should be investigated. Media could be sampled throughout the depth of the filter to see if there is any bacterial fouling (unlikely with pre-chlorination), deposition of mineral deposits, or rounding of the media. Media characteristics could be compared to AWWA Standard B100. If the media was sufficiently out of the specification, replacement should be considered. The media has not been replaced in many years, if it ever has. The filter underdrains should also be inspected.

4. Replace hydraulically activated flow control valves (Cla-val) with electronically controlled flow valves (to have better control of flow rate going to filters)

5. Replace all 1720E Hach turbidimeters (either with new Hach turbidimeters or other) (1720E stopping being produced)

6. Replace Hach 9184 chlorine analyzers
7. Distribution Facilities Design and Construction Standards

7.1 Project Review Procedures
For District-initiated projects, the District's project engineer prepares the project reports and construction documents and conducts an internal quality assurance review. The District's staff engineer performs an independent review of the work completed by the project engineer. The District's senior field staff review distribution system plans to confirm that existing system information is correctly shown, and proposed connections are feasible with respect to valve arrangements.

The District's General Manager also reviews project documents to assure that general District goals have been addressed by the project. The General Manager's review is not intended to be a detailed engineering design review such as that performed by the Department of Health project engineer.

For projects covered by Developer Extension Agreements, the developer's engineer prepares the project reports, plans and construction documents, and the District's engineer reviews them. If the project includes more than water distribution mains, the project reports, plans and construction documents are sent to the State Department of Health for review and approval.

The District requests advance approval of their design and construction standards in order to be eligible for project review exception for distribution main projects. This request is noted on the District's water system plan review application.

7.2 Policies and Requirements for Outside Parties
The District's design and construction standards apply to outside parties and include requirements for utility easements and pipe looping. The District has adopted a standard Developer Extension Agreement (DEA) template (included in Appendix G). Each application to enter into a DEA is evaluated against the District's Comprehensive Plans to determine specific requirements that may be imposed, and against Resolutions that may require special fees.

7.3 Design Standards
The District's design and construction standards are included in a stand-alone document titled Lake Whatcom Water and Sewer Design Standards and Construction Standards and Details – December 2017. The District requests concurrent DOH approval of these updated design and construction standards, included herein as Appendix H.

7.4 Construction Standards
See 7.3 above and Appendix H.
8. Improvement Program

8.1 Prioritizing Potential Improvements

8.1.1 Identification of Potential System Improvements

The District has compiled a Capital Improvements Plan which is used to track needs, scheduling, and completion of all projects and major activities for the water and sewer missions of the District.

The Capital Improvements Plan list is included in Appendix I – Capital Improvements Plan. This list includes all planned water projects and the proposed schedule for implementing the projects.

Improvement projects are identified and discussed in Section 3.5 of this water system plan.

8.1.2 Assessment of Alternatives

The projects identified in Section 3.5 and the Capital Improvement Plan in Appendix I include descriptions of alternatives that should be assessed as appropriate. The reservoir projects are especially in need of a detailed alternatives analysis comparing rehabilitating the existing reservoirs to building new reservoirs. The project to switch from gas chlorine to liquid sodium hypochlorite should also include a pre-design phase in which alternatives are assessed, as described in Section 3.5.

Most of the other projects listed in the Capital Improvements Plan do not require analysis of alternatives so much as a balancing any emerging urgency of need with the District’s ability to respond and pay for it at an appropriate level of rates and charges. Most of the projects listed are to replace aging infrastructure which will be done in accordance with the District’s standards. For those larger projects that do need an analysis of alternatives, a pre-design report will be prepared specifically for each project.

Since the District does not initiate developer projects (DEAs), it also does not assess alternatives for DEAs in advance. The schedule for these projects will depend upon the developer’s assessment of market demand, cost, and the ability to obtain environmental permits and approvals. When they occur, development projects will be required to fit into a framework that improves, rather than hampers, the District’s ability to operate in the public interest, safely and cost-effectively.

8.1.3 Selection of Alternatives

Since there are many factors involved in the sizing, site selection, operational issues, and reservoir allocation, a specific alternative for reservoir rehabilitation (seismic upgrades, re-coating) vs replacing with smaller reservoirs for the Geneva reservoir has not been selected at this time. A detailed analysis will be conducted and included in the Project Report when the project is undertaken. A preliminary alternatives analysis was completed for Division 7 (Appendix J).
9. **Financial Program**

Lake Whatcom Water and Sewer District is a public water system with 1,000 or more connections, not regulated by the State Utilities and Transportation Commission.

9.1 **Past and Present Financial Status**

Summaries of the District’s operating income and expenses for the past 6 years are included in Appendix F – Financial Data. The reader should note that the District balance sheet includes a large amount of depreciation, and it does not operate with negative cash flow.

The District’s 2016 and 2017 operating budgets are also included in Appendix F – Financial Data.

The District’s past and present plan for financing major water system improvements is to use a combination of revenue from water rates (General Fund), connection fees (Construction Fund), Utility Local Improvement Districts (ULIDs), and Developer Extension Agreements (developer financed). Both revenue bonds and low-interest Drinking Water State Revolving Fund and Public Works Trust Fund loans have been used for cash flow to construct projects. The long-term debt for both sources is retired with a combination of General Fund (existing customer) and Construction Fund (future customers) moneys.

9.2 **Available Revenue Sources**

Anticipated revenue sources for making system improvements include connection fees, water rates, utility local improvement districts and developer extension agreements.

9.3 **Allocation of Revenue Sources**

The District has a combined rate structure applied to all service areas, replacing the previous area-specific rate structure. The District’s sewer system rate structure has been combined for all areas since approximately 1994.

The Capital Improvement Plan includes an assessment of the beneficiaries of each improvement and allocates costs by new vs existing customers. Connection fees are used to pay for improvements that benefit new connections; water rates are used to pay for improvements that benefit existing customers; Developer Extension Agreements pay for system extensions/improvements that benefit development (typically new subdivisions or extensions to previously unserved areas). The costs to construct and/or operate improvements that benefit more than one customer class are allocated on a percentage benefit basis.

9.4 **Program Justification**

Projected revenue requirements are included in the most recent Capital Improvement Plan draft dated November 2017. For District-funded projects, the District has the ability to secure these funds through assessment of rates and charges. Developer extensions are funded directly by the developer, and the District requires a
# Table 9.5-1 Detailed Water Utility Results

<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate Revenues Under Existing Rates</td>
<td>$2,095,538</td>
<td>$2,101,779</td>
<td>$2,197,034</td>
<td>$2,112,301</td>
<td>$2,117,582</td>
<td>$2,122,876</td>
</tr>
<tr>
<td>Non-Rate Revenues</td>
<td>52,639</td>
<td>53,217</td>
<td>52,731</td>
<td>52,753</td>
<td>52,926</td>
<td>53,159</td>
</tr>
<tr>
<td>Total Revenues</td>
<td>2,148,177</td>
<td>2,154,997</td>
<td>2,159,765</td>
<td>2,165,054</td>
<td>2,170,508</td>
<td>2,176,035</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>(2,648,481)</td>
<td>(2,441,846)</td>
<td>(2,530,651)</td>
<td>(2,601,175)</td>
<td>(2,694,618)</td>
<td>(2,770,248)</td>
</tr>
<tr>
<td>Cash Surplus / (Deficiency)</td>
<td>$100,666</td>
<td>(286,849)</td>
<td>(370,895)</td>
<td>(436,121)</td>
<td>(524,110)</td>
<td>(594,213)</td>
</tr>
</tbody>
</table>

| Annual Rate Increase                                  | 8.75% | 8.59% | 4.00% | 4.00% | 4.00% | 4.00% |
| Cumulative Rate Increase                              | 8.75% | 17.99% | 22.71% | 27.62% | 32.73% |

## Revenues After Rate Increases

| Rate Revenues (Before Rate Increases)                  | $2,096,538 | $2,101,779 | $2,167,034 | $2,112,301 | $2,117,582 | $2,122,876 |
| Additional Revenue from Rate Increases                 | - 193,003 | 379,134 | 470,778 | 584,919 | 604,752 |
| Other Revenues & Interest                              | 52,639 | 53,217 | 52,731 | 52,753 | 52,926 | 53,159 |
| Total Revenues With Rate Increases                     | $2,149,177 | 2,338,902 | 2,538,900 | 2,644,832 | 2,755,427 | 2,870,787 |

## Expenses & Transfers

| Cash Operating Expenses                                | $1,790,638 | $1,693,879 | $1,955,386 | $2,016,204 | $2,085,712 | $2,154,754 |
| Existing Debt Service                                  | 257,845 | 347,867 | 345,569 | 342,411 | 358,063 | 356,479 |
| New Debt Service                                       | - | - | - | - | 19,470 | 19,242 |
| System Reinvestment Funding                            | - 200,000 | 210,000 | 220,000 | 230,000 | 240,000 |
| Additional Taxes After Rate Increase                   | - 9,249 | 19,057 | 24,128 | 29,416 | 34,939 |
| Transfer of Surplus to Capital                         | - | - | - | - | - | - |
| Total Expenses                                         | $2,048,481 | $2,451,034 | $2,549,718 | $2,625,303 | $2,724,035 | $2,805,187 |

## Additions (Subtractions) to Operating Reserve

| Additions (Subtractions) to Operating Reserve         | 100,696 | (112,192) | (10,818) | 19,529 | 31,394 | 65,599 |

## Impacts to Operating Reserve

| Beginning Operating Balance                           | $441,527 | $542,223 | $430,031 | $419,213 | $438,741 | $470,135 |
| Net Cash Flow After Transfers to Capital              | 103,696 | (112,192) | (10,818) | 19,529 | 31,394 | 65,599 |
| Ending Operating Balance                               | $542,223 | $430,031 | $419,213 | $438,741 | $470,135 | $535,725 |
| Minimum Operating Balance Target                      | $294,361 | $311,323 | $322,054 | $335,073 | $346,823 | $359,042 |

| Net Cash Flow After Rate Increase                     | 100,696 | (112,192) | (10,818) | 19,529 | 31,394 | 65,599 |
| Coverage After Rate Increase: Bonded Debt             | 10,50 | 5,57 | 7,05 | 7,06 | 6,50 | 6,92 |
| Coverage After Rate Increase: Total Debt              | 1,73 | 1,33 | 1,82 | 1,74 | 1,76 | 1,89 |

## Capital Reserve Summary

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>Beginning Capital Balance</td>
<td>$1,418,718</td>
<td>$854,216</td>
<td>$787,117</td>
<td>$1,111,375</td>
<td>$1,140,888</td>
<td>$1,016,696</td>
</tr>
</tbody>
</table>

## Capital Revenues:

| System Reinvestment Funding                           | - | - | - | - | - |
| Minimum Policy                                        | $ - | 200,000 | 210,000 | 220,000 | 230,000 | 240,000 |
| Operating Surplus                                     | - | - | - | - | - |
| Total                                                  | $ - | 200,000 | 210,000 | 220,000 | 230,000 | 240,000 |
| Draws on Existing State Loans                         | 451,298 | 809,960 | - | - | - |
| GFC Revenue Towards Capital                            | 79,381 | 22,071 | 22,071 | 22,071 | 22,071 |
| Net Debt Proceeds Available for Projects               | - | - | 300,000 | - | - |
| Interest Earnings                                      | 7,545 | 4,792 | 4,367 | 5,988 | 6,135 | 5,515 |
| Total Capital Revenues and Beginning Reserve          | $1,966,922 | $1,978,049 | $1,323,556 | $1,359,433 | $1,369,894 | $1,294,281 |

## Capital Project Expenditures

| Capital Project Expenditures                          | $(1,102,705) | $(1,191,832) | $(212,180) | $(218,545) | $(382,389) | $(256,789) |

## Ending Capital Balance

| Ending Capital Balance                                 | $854,216 | $787,117 | $1,111,375 | $1,140,888 | $1,016,696 | $1,027,498 |

## Minimum Target

| Minimum Target                                        | $440,094 | $451,922 | $454,044 | $456,229 | $460,063 | $462,621 |

## Ending Reserve Balances

<table>
<thead>
<tr>
<th></th>
<th></th>
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<td>$452,223</td>
<td>$430,031</td>
<td>$419,213</td>
<td>$438,741</td>
<td>$470,135</td>
<td>$535,735</td>
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<tr>
<td>Capital Reserve</td>
<td>$854,216</td>
<td>$787,117</td>
<td>$1,111,375</td>
<td>$1,140,888</td>
<td>$1,016,696</td>
<td>$1,027,498</td>
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<tr>
<td>Debt Reserve</td>
<td>$85,211</td>
<td>$86,211</td>
<td>$86,211</td>
<td>$86,211</td>
<td>$86,211</td>
<td>$86,211</td>
</tr>
<tr>
<td>$1,482,850</td>
<td>$1,305,550</td>
<td>$1,616,798</td>
<td>$1,668,840</td>
<td>$1,673,042</td>
<td>$1,649,444</td>
<td></td>
</tr>
</tbody>
</table>

| Operating Reserve: Minimum Days of O&M                | 60 days | 60 days | 60 days | 60 days | 60 days | 60 days |
| Operating Reserve: Actual Days of O&M                 | 71 days | 83 days | 79 days | 82 days | 91 days | 91 days |
| Capital Reserve Minimum Target                        | $440,094 | $451,922 | $454,044 | $456,229 | $460,063 | $462,621 |
HARD COPY OF COMPLETE PLAN (INCLUDES MAPS, CHARTS, AND APPENDICES) AVAILABLE FOR REVIEW IN THE COUNCIL OFFICE, 311 GRAND AVENUE, BELLINGHAM, WA.
An amendment to an interlocal agreement with the City of Bellingham concerning the Bennett/Bakerview/Airport Dr. annexation.

**ATTACHMENTS:**

1. Memorandum
2. Amendment to the 2012 Interlocal Agreement Between the City of Bellingham and Whatcom County Concerning the Bennett/Bakerview/Airport Drive Annexation

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

The County Council is requested to authorize the County Executive to sign an Amendment to the 2012 Interlocal Agreement Between the City of Bellingham and Whatcom County Concerning the Bennett/Bakerview/Airport Drive Annexation.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**

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

August 27, 2018

TO: The Honorable Jack Louws, Whatcom County Executive
   The Honorable Whatcom County Council

FROM: Matt Aamot, Senior Planner

THROUGH: Mark Personius, Director

RE: Interlocal Agreement - Bennett/Bakerview/Airport Dr. Annexation

Whatcom County and the City of Bellingham entered into an interlocal agreement concerning planning, annexation and development within the Bellingham Urban Growth Area in April of 2012. This interlocal agreement requires an annexation-related amendment when “the City is required by this agreement to reimburse the County for road or stormwater capital improvements” (Section 1.B).

The owners of property located within Bellingham’s Urban Growth Area submitted a petition for annexation of approximately 174 acres to the City known as the Bennett / Bakerview / Airport Drive annexation area. Because the City is required to reimburse the County for road improvements within the annexation area, the City and County have worked together on an amendment to the 2012 interlocal agreement. The City Council approved this interlocal agreement amendment on July 23, 2018 and the Mayor of Bellingham signed it on July 31, 2018.

The County Council is requested to authorize the County Executive to sign the Amendment to the 2012 Interlocal Agreement Between the City of Bellingham and Whatcom County Concerning the Bennett/Bakerview/Airport Drive Annexation. This interlocal would allow to the City to proceed with the annexation and require compensation for County road improvements within the area, which were negotiated by City and County Public Works.

Thank you for your review and consideration of the proposed interlocal agreement amendment. We look forward to discussing it with you.
AMENDMENT TO THE 2012 INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BELLINGHAM AND WHATCOM COUNTY
CONCERNING THE BENNETT / BAKERVIEW / AIRPORT DRIVE
ANNEXATION

This amendment to the 2012 Interlocal Agreement (the Agreement) is made by and between the City of Bellingham (hereinafter referred to as the City) and Whatcom County (hereinafter referred to as the County), political subdivisions of the State of Washington, pursuant to the Interlocal Cooperation Act, RCW 39.34.

WHEREAS, the State Growth Management Act adopted goals to guide the process of developing comprehensive plans and directed counties to adopt Urban Growth Areas (UGA); and

WHEREAS, Whatcom County has adopted an urban growth area for the City wherein annexation and urban development are deemed appropriate; and

WHEREAS, in 2016 the City and County updated their respective comprehensive plans, both of which include the subject area in the Bellingham UGA; and

WHEREAS, annexations proposed by UGA property owners are processed by the City of Bellingham in accordance with RCW 35.13 and reviewed to insure consistency with RCW 36.93.180 and RCW 36.93.157; and

WHEREAS, the City and County recognize that there is a need to facilitate the proper transition of services and capital projects from the County to the City at the time of annexation; and

WHEREAS, on May 18, 2007 the owners of property located within the City’s Northern Urban Growth Area submitted a petition for annexation of approximately 174 acres to the City known as the Bennett / Bakerview / Airport Drive annexation area as shown in Exhibit A; and

WHEREAS, the City initiated the review process for the Bennett / Bakerview / Airport Drive annexation proposal by approving Resolution 2007-31 on November 19, 2007; and

WHEREAS, the property owners within the annexation area submitted a 75% annexation petition on July 16, 2009 and the County Assessor issued a Certificate of Sufficiency on July 31, 2009; and

WHEREAS, a Notice of Intention for the Bennett / Bakerview / Airport Drive annexation area was forwarded to the Whatcom County Boundary Review Board and accepted on March 31, 2010; and

Amendment to the 2012 Interlocal Agreement
between the City of Bellingham and Whatcom County
WHEREAS, the 2012 Interlocal Agreement between the City and County concerning Planning, Annexation and Development in the Bellingham UGA governs the subject annexation; and

WHEREAS, Section 1. B. and Section 6. C. of the Agreement addresses a number of issues including when an annexation-related amendment to the Agreement is needed to reimburse the County for road and stormwater improvements in an annexation area; and

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City and County agree to the following:

Section 1. Applicability:
This amendment to the Agreement shall apply to the Bennett / Bakerview / Airport Drive annexation area as shown on Exhibit A and legally described in Exhibit B.

Relevant annexation information
Annexation Name and Acreage: Bennett / Bakerview / Airport Drive Annexation; approximately 174 acres

Bellingham City Council initiates annexation review process:
Resol. 2007-31, 11/19/07

Boundary Review Board #:
BRB 2010 – 04

Existing & Intended Services:
Exhibit C

Annexation Method:
75% petition

Lake Whatcom Watershed Analysis:
Not in Watershed

Primary roads serving the area:
W. Bakerview Rd, Bennett Dr, W. Maplewood Ave, Airport Drive

Section 2. Compensation for County road improvements within the annexation area:
The City agrees to reimburse the County $50,000 within 90 days of the annexation effective date for road improvements completed in the Bennett / Bakerview / Airport Dr. annexation area as identified on Exhibit D.
Section 3. Relationship to Existing Laws and Studies:

This amendment to the Agreement in no way modifies or supersedes existing State laws and statutes. In meeting the commitments encompassed in the Agreement, all parties will comply with the requirements of the Open Meeting Act, State Environmental Policy Act, Annexation Statutes and other applicable State or local law. The ultimate authority for land use and development decisions is retained by the County and City within their respective jurisdictions. By executing this agreement, the County and City do not purport to abrogate the decision-making responsibility vested in them by law.

Section 4. Effective upon Annexation:

This amendment to the Agreement does not become effective unless and until the City Council approves the Bennett / Bakerview / Airport Drive annexation.

Section 5. 2010 Interlocal Agreement:

The previous interlocal agreement relating to this annexation, signed by the County and City of Bellingham in 2010, is hereby rescinded (County Contract # 201005020 and City of Bellingham Contract # 2010-0311).

IN WITNESS WHEREOF, the parties have signed this agreement, effective on the date indicated below.

CITY OF BELLINGHAM

By Kelli Linville, Mayor

Date 7/31/18

WHATCOM COUNTY

By Jack Louws, County Executive

Date

Approved as to form:
Office of the City Attorney

Approved as to form:
Whatcom County Prosecutor

Attest:
Brian Henshaw, City Finance Director

Amendment to the 2012 Interlocal Agreement
between the City of Bellingham and Whatcom County
Amendment to the 2012 Interlocal Agreement
between the City of Bellingham and Whatcom County
EXHIBIT B
BENNETT / BAKERVIEW / AIRPORT DRIVE ANNEXATION
LEGAL DESCRIPTION

LEGAL DESCRIPTION
CITY OF BELLINGHAM ANNEXATION AREA
AREA LYING EAST OF BELLINGHAM AIRPORT

ALL THAT LAND BEING IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 11 AND THE NORTH ONE-HALF OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 2 EAST, AS DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF I-5 MARGIN AS DELINEATED ON W.S.D.O.T. RIGHT-OF-WAY MAPS ON FILE IN OLYMPIA, WA AND THE NORTH LINE OF DIVISION ROAD AS SHOWN ON THE PLAT OF "BAKERVIEW ADDITION TO THE CITY OF BELLINGHAM," AS PER THE MAP THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGES 40 TO 45, RECORDS OF THE AUDITOR'S OFFICE OF WHATCOM COUNTY, WASHINGTON, SAID POINT IS FURTHER DESCRIBED AS BEING THE TURNBACK LINE PER SAID RIGHT-OF-WAY MAPS ON THE CURRENT CITY OF BELLINGHAM CITY LIMITS; THENCE WEST ALONG THE NORTH LINE THEREOF TO THE NORTH-SOUTH PROJECTED CENTERLINE OF BLOCK 33 OF SAID BAKER VIEW ADDITION; THENCE SOUTH ALONG SAID CENTERLINE OF BLOCK 33 AND THE PROJECTION THEREOF TO THE SOUTH MARGIN OF BAKER VIEW ROAD; THENCE EAST ALONG THE SOUTH MARGIN THEREOF TO THE NORTHWEST CORNER OF BLOCK 7 OF SAID BAKER VIEW ADDITION; THENCE SOUTH ALONG THE WEST LINE THEREOF TO THE SOUTH MARGIN OF AIRPORT DRIVE; THENCE EAST ALONG THE SOUTH MARGIN THEREOF TO THE EAST LINE OF BLOCK 3 AS SHOWN ON BELLEVUE ADDITION TO WHATCOM WASH. PER THE PLAT MAP, RECORDED IN VOLUME 2 OF PLATS, PAGE 65, RECORDS OF WHATCOM COUNTY AUDITOR'S OFFICE; THENCE SOUTH ALONG THE EAST LINE OF SAID BLOCK 3 AND CONTINUING SOUTH ALONG THE EAST LINE OF BLOCK 6 OF SAID BELLEVUE ADDITION TO WHATCOM WASH., PLAT MAP TO THE CENTERLINE OF PLATTED GRAND STREET ALSO KNOWN AS ALDER STREET; THENCE EAST ALONG THE CENTERLINE GRAND STREET AND THE PROJECTION THEREOF TO THE CENTERLINE OF BENNETT DRIVE ALSO BEING THE CURRENT CITY OF BELLINGHAM CITY LIMITS BOUNDARY; THENCE CONTINUING EAST ALONG THE CURRENT CITY LIMITS BOUNDARY TO INTERSECT THE EAST LINE OF SAID SECTION 14; THENCE NORTH ALONG THE EAST LINE THEREOF TO THE NORTHEASTLY RIGHT-OF-WAY OF SAID I-5 MARGIN. THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY TO THE POINT OF BEGINNING.
SITUATE WHATCOM COUNTY, STATE OF WASHINGTON

Amendment to the 2012 Interlocal Agreement
between the City of Bellingham and Whatcom County
ANNEXATION EXHIBIT

CHRISTIE & CHRISTIE LAND SURVEYING INC.
222 GRAND AVE. SUITE "D", PH. #360.671.8885; CHRISTIE@HOTMAIL.COM
BELLINGHAM, WASHINGTON 98225

Job No. 201711201 EXHIBIT.dwg
EXHIBIT C
EXISTING AND INTENDED SERVICE PROVIDERS

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<th>Service</th>
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<td>City of Bellingham</td>
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<td>City of Bellingham</td>
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<td>Law Enforcement:</td>
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<td>City of Bellingham</td>
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<tr>
<td>Road Maintenance:</td>
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<td>City of Bellingham</td>
</tr>
<tr>
<td>Public School:</td>
<td>Bellingham School District #501</td>
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Amendment to the 2012 Interlocal Agreement between the City of Bellingham and Whatcom County
EXHIBIT D
CITY REIMBURSEMENT FOR COUNTY ROAD PROJECTS

Bennett / Bakerview / Airport Drive Annexation

<table>
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<tr>
<th>Project Name and Location</th>
<th>Year Complete / Scheduled</th>
<th>Total Whatcom County Cost within Annexation Area</th>
<th>Depreciation</th>
<th>City Reimbursement to the County</th>
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<tbody>
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<td>West Bakerview Corridor Interchange Capacity and Safety Improvements CRP No. 912003</td>
<td>2013</td>
<td>$100,000</td>
<td>50%</td>
<td>$50,000</td>
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</table>

| Total: | | $100,000 | | $50,000 |

Amendment to the 2012 Interlocal Agreement between the City of Bellingham and Whatcom County
**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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<td>Originator:</td>
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<td>Division Head:</td>
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<td>Dept. Head:</td>
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<td>Executive:</td>
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</table>

**TITLE OF DOCUMENT:**
Discussion of Preliminary Draft Comp Plan and Zoning Code Amendments-Cherry Point

**ATTACHMENTS:**

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

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

Discussion of preliminary draft Comprehensive Plan and Zoning Code amendments - Cherry Point

**COMMITTEE ACTION:**

7/10/2018: Discussed and amended
7/24/2018: Held in Committee

**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).
Dear Council Members:

The latest preliminary draft Cherry Point language, with all Council changes made through the July 24, 2018 meeting, is attached. We anticipate further discussion with Council in September so that the initial proposal can be finalized and proceed through the review process.

Matt
Exhibit A

Whatcom County Comprehensive Plan
Amendments

Amend the Whatcom County Comprehensive Plan (Chapter 2 – Land Use) as follows:

Major Industrial Urban Growth Area / Port Industrial

Cherry Point

The Cherry Point Urban Growth Area (UGA) contains approximately 7,000 acres of industrial land. The land has long been planned and designated by Whatcom County for industrial development and is currently the site of three major industrial facilities including two oil refineries and an aluminum smelter. Together, these three existing industries own about 4,400 acres of the total Cherry Point industrial lands. A fourth large tract of undeveloped land constituting approximately 1,500 acres is designated for industrial development.

Because of the special characteristics of Cherry Point, including deep water port access, rail access, and proximity to Canada, this area has regional significance for the siting of large industrial or related facilities. General Petroleum constructed the Ferndale Refinery in 1954, Alumax/Pechiney/Howmet constructed the Aluminum Smelter in 1966, and the Atlantic Richfield Company constructed the Cherry Point Refinery in 1971. The existing industries in the Cherry Point UGA, which provide significant employment, have produced and shipped refined fossil fuels and other products for decades.

Cherry Point is also important historically and culturally to the Coast Salish people, and part of the usual and accustomed fishing area for five treaty tribes, reserved under the Treaty of Point Elliot of 1855. The Lummi Nation and Western Washington University have identified an ancestral village dating back over 3,000 years ago in this area. The Cherry Point UGA contains sites of primary archeological and cultural significance.

Since the designation of this area for industrial development years ago, newer scientific study of the shoreline ecology has identified Cherry Point’s unique function as part of the Fraser River/Georgia Strait and greater Salish Sea ecosystem and the associated Cherry Point Aquatic Reserve has been designated by the state Department of Natural Resources to recognize the ecological importance of the aquatic lands in this area.

Since adoption of earlier versions of this Comprehensive Plan, governments have increased their recognition of the observed and projected effects that fossil fuel extraction, transportation and use have on human health and the environment.
Policy 2CC-11: It is the policy of Whatcom County to limit the number of industrial piers at Cherry Point to the existing three piers, taking into account the need to:

- Honor any existing vested rights or other legally enforceable agreements for an additional dock/pier;
- Update the Whatcom County Shoreline Master Program to conform with this policy;
- Encourage the continued agency use of best available science;
- Support and remain consistent with the state Department of Natural Resources’ withdrawal of Cherry Point tidelands and bedlands from the general leasing program and the species recovery goals of the Cherry Point Aquatic Reserve designation and Management Plan;
- Recognize federal actions upholding treaty rights;
- Protect traditional commercial and tribal fishing; and
- Prevent conflicts with vessel shipment operations of existing refineries that could lead to catastrophic oil or fuel spills.

Policy 2CC-16: The County will, through applicable permitting processes, shall undertake a study to be completed if possible by December of 2017 to examine existing County laws, including those related to public health, safety, development, building, zoning, permitting, electrical, nuisance, and fire codes, and develop recommendations for legal ways the County may choose to seek to limit the negative impacts on public safety, transportation, the economy, and environment from new or expanded crude oil, coal, liquefied petroleum gases, and natural gas, and hazardous substance exports from the Cherry Point UGA above levels in existence as of March 1, 2017.

To provide clear guidance to current and future county councils on the County’s legal rights, responsibilities and limitations regarding interpretation and application of project evaluation under Section 20.88.130 (Major Projects Permits) of the Whatcom County Code.

The County should consider any legal advice freely submitted to the County by legal experts on behalf of a variety of stakeholder interests, and make that advice publicly available.
• Based on the above study, develop proposed Comprehensive Plan amendments and associated code and rule amendments for Council consideration as soon as possible.

• Until the above-mentioned amendments are implemented, The Prosecuting Attorney and/or the County Administration should provide the County Council written notice of all known pre-application correspondence or permit application submittals and notices, federal, state, or local that involve activity with the potential to expand the export of fossil fuels from Cherry Point.

Policy 2CC-17: Policy 2CC-16 shall not limit existing operations or maintenance of existing facilities as of March 1, 2017.

Amend the Whatcom County Comprehensive Plan (Appendix A – Glossary) as follows:

**Hazardous Substance:** Any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical or biological properties described in WAC 173-303-090 and/or 173-303-100.
Exhibit B

Whatcom County Code Title 20 Amendments

Light Impact Industrial (LII) District

Amend WCC 20.66.050, LII Permitted Uses, as follows:

.063 Rail, truck and freight terminals; warehousing and storage; parcel delivery service; freight forwarding; inspection weighing services; and packaging and crating; except that new or expanded crude oil, liquefied petroleum gas, and natural gas facilities require a conditional use permit.

.067 Construction contractors’ business offices and related storage and equipment yards.

.068 Wholesale trade or storage of durable and nondurable goods including automobile parts and supplies; tires and tubes; furniture and home furnishings; lumber and other construction materials; sporting goods, toys and hobby goods; metal service centers and offices; electrical goods; hardware, plumbing and heating equipment; machinery equipment and supplies; jewelry, watches and precious stones; other durable goods; paper and paper products; drugs, proprietaries and sundries; apparel, piece goods and notions; groceries and related products; beer, wine and distilled beverages; waste bottles; waste boxes; rags; waste paper; wiping rags and miscellaneous nondurable goods; provided, however, except that:

(1) Trade, storage or processing of sulphur shall be prohibited.
(2) New or expanded crude oil, liquefied petroleum gas, and natural gas facilities require a conditional use permit.

.081 Freight railroad switching yards and terminals; except that new or expanded crude oil, liquefied petroleum gas, and natural gas facilities require a conditional use permit.

Amend WCC 20.66.150, LII Conditional Uses, as follows:

.170 New or expanded transportation, storage, and distribution facilities for crude oil, liquefied petroleum gas, and/or natural gas.

Amend WCC 20.66.200, LII Prohibited Uses, as follows:

.204 Bulk coal storage facilities.
Heavy Impact Industrial (HII) District

Amend WCC 20.68.050, HII Permitted Uses, as follows:

.054 The following are permitted uses except as otherwise prohibited:

(1) The manufacture and process of paper including pulp, paper and paperboard mills; and building paper and board mill products.

(2) The manufacture and processing of chemicals and allied products including industrial inorganic and organic chemicals; synthetic resins, rubber, fibers and plastic materials; soap, detergents and cleaning preparations; paint, linseed oil, shellac, lacquer and allied products; chemicals from gum and wood; and agricultural chemicals.

(3) Refining and accessory storage of petroleum and asphalt.

On July 10, 2018, the County Council’s Special Committee of the Whole provided direction to continue to allow accessory storage of refined petroleum products (such as gasoline) as a permitted use.

Question: Storage of crude oil for export would require a conditional use permit. Is it Council’s intent to allow new or expanded storage facilities for crude oil that will be refined on-site as a permitted use or require a conditional use permit in the Heavy Impact Industrial zone?

(4) The manufacture and processing of rubber and plastic products.

(5) Leather tanning and finishing.

(6) The manufacture and processing of cement and glass; and concrete, gypsum, plaster, abrasive, asbestos and nonmetallic mineral products.

(7) Primary metal industries including blast furnaces and steel works; mills for primary smelting, secondary smelting, refining, reducing, finishing, rolling, drawing, extruding, and casting of ferrous and nonferrous metals; and the manufacture of miscellaneous metal products.

.059 Bulk commodity storage facilities, and truck, rail, vessel and pipeline transshipment terminals and facilities; except that new or expanded crude oil, liquefied petroleum gas, and natural gas facilities require a conditional use permit.

.081 Freight railroad switching yards and terminals; except that new or expanded crude oil, liquefied petroleum gas, and natural gas facilities require a conditional use permit.

.082 Marine port facilities.
WCC 20.68.100, HII Accessory Uses, currently allows:

.105 Other accessory uses and buildings, including security services, customarily appurtenant to a principally permitted use.

Note: No changes are currently proposed to WCC 20.68.105. It is included for informational purposes.

Amend WCC 20.68.150, HII Conditional Uses, as follows:

.170 New or expanded transportation, storage, and distribution facilities for crude oil, liquefied petroleum gas, and/or natural gas.

Amend WCC 20.68.200, HII Prohibited Uses, as follows:

.201 New piers in the Cherry Point Urban Growth Area. Reserved.

.204 Bulk coal storage facilities.
Public Utilities Chapter

Amend WCC 20.82.030, Conditional Uses in the Public Utilities Chapter, as follows:

20.82.030 Conditional uses.
The following uses shall require a conditional use permit or major project permit and shall be subject to a threshold determination in accordance with the Whatcom County-SEPA Ordinance:

1) Petroleum Pipelines – Pipelines carrying petroleum, petroleum products, and/or liquefied petroleum gas, except for:
   (a) Replacement pipelines that are no larger than the pipelines being replaced, which are permitted.
   (b) Natural gas pipelines, which are regulated as set forth in (2) below.

   Transmission pipelines, or pipelines termed a distribution pipeline but having characteristics that fit the definition of a transmission pipeline, carrying petroleum and petroleum products other than natural gas when such pipelines will be located outside the zoning district classified as Heavy Impact Industrial.

2) Natural Gas Pipelines – Pipelines carrying natural gas, except for:
   (a) Replacement pipelines that are no larger than the pipelines being replaced, which are permitted.
   (b) Distribution lines that provide service directly to customers for consumption, which are permitted.

Regional transmission pipelines for the bulk conveyance of natural gas, or pipelines termed a distribution pipeline but having characteristics that fit the definition of a transmission pipeline. Except for the above conditions, natural gas pipelines which are owned and operated by a gas utility company regulated by the State Utilities and Transportation Commission and which are distribution lines owned by the utility that provide natural gas service directly to county citizens and businesses shall not be considered regional transmission lines.
Major Project Permits Chapter

Amend WCC 20.88.215, Major Project Permit Procedures, as follows:

.215 Procedures. Major project permit Master-plan review shall be conducted under current review procedures. Other land use reviews may be conducted concurrently with the major project permit master-plan review.

(a) Any modifications, additions or changes to an approved major project permit master-plan are subject to the following:

(i) Minor changes require approval of the zoning administrator, upon consultation with the technical committee. Minor changes are those amendments which may affect the dimensions, location and type of improvements of facilities; provided, the amendment maintains the basic character of the major project permit application approved by the county council including general type and location of dwellings and other land use activities, arrangement of buildings, density of the development, and provisions of the project to meet density bonus and open space requirements; and provided further, the standards of this chapter are met.

Minor changes shall be reviewed for compliance and compatibility with the approved master-plan. A determination is made by the director.

(ii) Major changes require approval of the county council. Major changes are those amendments which, in the opinion of the zoning administrator, upon consultation with the technical committee, substantially change the basic land use, design, density, open space or other requirements of the major project permit. No building or other permit shall be issued without prior review and approval of major changes by the county council. Major changes shall be subject to the original procedural application type, subject to the fees as contained in the unified fee schedule.

(iii) Major project permits Master-plans may include, as a condition of their approval, a requirement for periodic progress reports and mandatory updates on a predetermined interval.
Definitions Chapter

20.97.434.1 Technical committee.

"Technical committee" or "technical review committee" means the designated representatives of the Whatcom County Planning and Development Services Director, who shall act as chairperson, the Whatcom County Public Works Director, and the Whatcom County Health Department Director.
Exhibit C

Whatcom County Code Title 22 Amendments

Amend WCC 22.05, Project Permit Procedures, as follows:

22.05.110 Final decisions – Type I, II, and III applications.

(1) The director or designee’s final decision on all Type I or II applications shall be in the form of a written determination or permit. The determination or permit may be granted subject to conditions, modifications, or restrictions that are necessary to comply with all applicable codes.

(2) The hearing examiner’s final decision on all Type III applications per WCC 22.05.020 or appeals per 22.05.160(1) shall either grant or deny the application or appeal.

(a) The hearing examiner may grant Type III applications subject to conditions, modifications or restrictions that the hearing examiner finds are necessary to make the application compatible with its environment, carry out the objectives and goals of the Comprehensive Plan, statutes, ordinances and regulations as well as other official policies and objectives of Whatcom County.

(b) Performance bonds or other security, acceptable to the prosecuting attorney, may be required to ensure compliance with the conditions, modifications and restrictions.

(c) Insurance Placeholder

(de) The hearing examiner shall render a final decision within 14 calendar days following the conclusion of all testimony and hearings. Each final decision of the hearing examiner shall be in writing and shall include findings and conclusions based on the record to support the decision.

(ed) No final decision of the hearing examiner shall be subject to administrative or quasi-judicial review, except as provided herein.
(fe) The applicant, any party of record or any county department may appeal any final decision of the hearing examiner to superior court, except as otherwise specified in WCC 22.05.020.

22.05.120 Recommendations and final decisions – Type IV applications.
Recommended decisions to county council.

(1) For Type IV applications per WCC 22.05.020 the hearing examiner’s recommendations to the county council may be to grant, grant with conditions or deny an application. The hearing examiner’s recommendation may include conditions, modifications or restrictions as may be necessary to make the application compatible with its environment, carry out the objectives and goals of the Comprehensive Plan, statutes, ordinances and regulations as well as other official policies and objectives of Whatcom County.

(2) Each recommended decision of the hearing examiner for an application identified as a Type IV application per WCC 20.05.020 shall be in writing to the clerk of the county council and shall include findings and conclusions based upon the record to support the decision. Such findings and conclusions shall also set forth the manner in which the decision carries out and conforms to the county’s Comprehensive Plan and complies with the applicable statutes, ordinances or regulations.

(3) The deliberation of the county council on quasi-judicial actions shall be in accordance with WCC 22.05.090(4) and Chapter 42.36 RCW.

(4) For planned unit developments and major project permits the following shall apply:

(a) The recommendation of the hearing examiner regarding planned unit developments and major project permits shall be based upon the criteria set forth in WCC 20.85.335 and 20.88.130, respectively.

(b) The hearing examiner shall file the recommendation with the clerk of the county council within 21 calendar days following the conclusion of the open record hearing.

(c) The county council shall conduct the following within the specified timeframes, except as provided in subsection (iii):

(i) Hold a public meeting, not an open record public hearing, to deliberate on the project application within 28 calendar days after receiving the hearing examiner’s recommendation.
(ii) Issue a final written decision within 21 calendar days of the public meeting.

(iii) The county council may exceed the time limits in subsection (i) or (ii) if the county council meeting schedule does not accommodate a meeting within the above timeframes, or if the county council makes written findings that a specified amount of additional time is needed to process a specific application or project type, per RCW 36.70B.080(1).

(5) The county council’s final written decision may include conditions when the project is approved and shall state the findings of fact upon which the decision is based.

(a) Performance bonds or other security, acceptable to the prosecuting attorney, may be required to ensure compliance with the conditions, modifications and restrictions.

(b) Insurance Placeholder

(6) Any deliberation or decision of the county council shall be based solely upon consideration of the record established by the hearing examiner, the recommendations of the hearing examiner and the criteria set forth in county code.
Exhibit D
Whatcom County Code Title 16 Amendments

Amend WCC 16.08, State Environmental Policy Act (SEPA), as follows:

16.08.121 Preparation of EIS – Greenhouse gas analysis.

If a draft EIS and final EIS or draft and final SEIS is required for new or expanded transportation, storage, or distribution facilities for crude oil, liquefied petroleum gas, or natural gas, the EIS or SEIS shall include a greenhouse gas analysis.
**WHATCOM COUNTY COUNCIL AGENDA BILL**

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<th>CLEARANCES</th>
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<th>Date</th>
<th>Date Received in Council Office</th>
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**TITLE OF DOCUMENT:**

**ATTACHMENTS:**
- Staff Memorandum
- Draft Ordinance 2018-
- Exhibit A, showing the proposed amendment to the Whatcom County Comprehensive Plan and Title 24 Health Code
- Staff Report

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

**Should Clerk schedule a hearing?** ( ) Yes ( ) No
**Requested Date:** 9/25/2018

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

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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

TO: The Honorable Jack Louws, County Executive
   The Honorable County Council

FROM: Cliff Strong, Senior Planner

THROUGH: Mark Personius, Director

DATE: August 31, 2018

SUBJECT: Proposed Whatcom County Comprehensive Plan and Health Code Amendments

Earlier this year, the Council adopted amendments to the Comprehensive Plan and development regulations to enact the Streamflow Restoration Act (ESSB 6091), an act that amended the state water and watershed management regulations and provided a resolution to the Washington Supreme Court’s Hirst Decision.

On June 28, 2018, Hirst, et al. and Futurewise, petitioner in Case No. 12-2-0013, filed a Concurrence in Part and Objection in Part to a Finding of Compliance on Water Quantity with the Growth Management Hearings Board. In it, they concurred that our newly adopted policies and regulations for WRIA 1 (except for Point Roberts, Eliza Island, and Lummi Island) now comply with the GMA. But they objected to us exempting Point Roberts, Eliza Island, and Lummi Island, arguing that ESSB 6091 applies to all of WRIA 1. They also objected to us not including the Whatcom County portion of WRIA 4 (Upper Skagit) in the requirements for showing legal availability of water (even though doing so would have no actual effect on development, as all of it is National Forest land). The Prosecuting Attorney’s Office agrees with their arguments and requested that we bring forth an amendment to remedy this.

At their July 26, 2018, meeting, the Planning Commission reviewed the proposal and held a public hearing. Based on their discussion and public testimony, they suggested some grammatical edits (which have been incorporated into Exhibit A) and then recommended approval.

Staff recommends that the Council review the attached staff report and Exhibit A showing the proposed amendments to the Whatcom County Comprehensive Plan and development regulations, hold a public hearing, and adopt these provisions consistent with ESSB 6091.
ORDINANCE NO. 2018-00

AN ORDINANCE ADOPTING AMENDMENTS TO THE WHATCOM COUNTY COMPREHENSIVE PLAN AND THE WHATCOM COUNTY CODE TITLE 24 HEALTH CODE

WHEREAS, RCW 36.70A.070(1), requires that the land use element of a county comprehensive plan “shall provide for protection of the quality and quantity of groundwater used for public water supplies”; and,

WHEREAS, RCW 36.70A.070(5)(c)(iv) requires that the rural element of a county comprehensive plan “shall include measures that apply to rural development and protect the rural character of the area, as established by the County, by: ... protecting critical areas...and surface water and groundwater resources”; and,

WHEREAS, RCW 19.27.097(1) requires that applicants for building permits of buildings necessitating potable water provide evidence of an adequate water supply for the intended use of the building; and,

WHEREAS, RCW 58.17.110(2) requires that “A proposed subdivision and dedication shall not be approved unless the... county legislative body makes written findings that... appropriate provisions are made for... potable water supplies...”; and,

WHEREAS, WCC Chapter 24.11 contains requirements for potable water; and,

WHEREAS, to protect rural character and regulate groundwater withdrawals, Whatcom County adopted Ordinance 2012-032, amending its Comprehensive Plan to adopt by reference existing development regulations, adding Policy 2DD-2.C.6 which adopts by reference WCC 21.04.090 and 21.05.080, Policy 2DD-2.C.7 which adopts by reference WCC 24.11.050, Policy 2DD-2.C.8 which adopts by reference WCC 24.11.060, and Policy 2DD-2.C.9 which adopts by reference WCC 24.11.090, .100, .110, .120, .130, .160, and .170, any amendments to these WCC provisions are also amendments to the Comprehensive Plan; and,

WHEREAS, the Growth Management Hearings Board (Board) found the amended Comprehensive Plan lacked the required measures to protect water resources (GMHB Case No. 12-2-0013); and,

WHEREAS, on October 6, 2016, the Washington State Supreme Court (Court), in reversing a Court of Appeals decision, upheld the Board’s decision that the County’s Comprehensive Plan does not satisfy the GMA requirements to protect water availability, and stated, “We hold that the Board properly concluded that the GMA requires counties to make determinations of water availability.”; and,
WHEREAS, the Court stated, "...the GMA places the burden on counties to protect groundwater resources, and requires counties to assure that water is both factually and legally available before issuing building permits."; and,

WHEREAS, the Court stated, "...The county’s policies incorporate WCC provisions that do not allow water to be withdrawn from ‘an area where [the Department of Ecology] has determined by rule that water for development does not exist.’ ...these ordinances further provide that an application for a permit-exempt appropriation will be approved without any analysis of that withdrawal’s impact on instream flows. The Board found that these provisions result in water withdrawals from closed basins and senior instream flows—flows that the record indicated drop below the minimum levels 100 days out of the year. The Board properly held that this conflicts with the requirement placed on counties to protect water availability under the GMA..."; and,

WHEREAS, Chapter 173-501 WAC Instream Resources Protection Program – Nooksack Water Resource Inventory Area (WRIA) 1 identifies waterbodies in Whatcom County that are closed or partially closed to further appropriation, by listing their status as “closure,” “partial year closure,” “low flow,” or “minimum flow;” and,

WHEREAS, on January 18, 2018, the Washington State Legislature adopted ESSB 6091, which requires the Department of Ecology to work with the initiating governments and the planning unit in WRIA 1 to review existing watershed plans to identify the potential impacts of exempt well use, identify evidence-based conservation measures, and identify projects to improve watershed health. Until rules are adopted that specify otherwise, Section 202(5), which effectively reverses the Court’s decision in Hirst, allows new domestic water uses in WRIA 1 that rely on groundwater withdrawals exempt from permitting under RCW 90.44.050, provided that applicants pay a fee of five hundred dollars to the permitting authority and limit their maximum annual average withdrawal of three thousand gallons per day, per connection, and record this limitation on the property title; and,

WHEREAS, ESSB 6091, Section 101(5), also provides that “[a]ny permit-exempt groundwater withdrawal authorized under RCW 90.44.050 associated with a water well constructed in accordance with the provisions of chapter 18.104 RCW before the effective date of this section is deemed to be evidence of adequate water supply under this section”; and,

WHEREAS, the amendments proposed by this ordinance are consistent with the aforementioned requirements of ESSB 6091 and are therefore consistent with the GMA, as specifically addressed in Section 102 of ESSB 6091; and,

WHEREAS, adoption of this ordinance is necessary to complete the GMA compliance proceedings before the Western Washington Growth Management Hearings Board (GMHB Case No. 12-2-0013); and,

WHEREAS, a determination of non-significance (DNS) (SEPA 2018-00063) was issued under the State Environmental Policy Act (SEPA) on July 19, 2018; and,

WHEREAS, ESSB 6091 was signed by Governor Inslee on January 19, 2018, and, pursuant to the emergency clause in Section 307, it became effective immediately as the Legislature
declared that it was “necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing institutions . . .”; and,

WHEREAS, in accordance with RCW 36.70A.106, Whatcom County Planning and Development Services notified the Department of Commerce of the proposed amendments contained herein on July 17, 2018, and no comments were received from state agencies; and,

WHEREAS, The Planning Commission held a duly noticed public hearing on this ordinance on July 26, 2018; and,

WHEREAS, the County Council held a duly noticed public hearing on this ordinance on September 25, 2018; and,

WHEREAS, the amendments are in the public interest; and,

WHEREAS, the amendments are consistent with the Whatcom County Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED that the Whatcom County Council adopts the above “WHEREAS” recitals as findings of fact and conclusions in support of its action as required by RCW 36.70A.390.

BE IT FURTHER ORDAINED by the Whatcom County Council that the Whatcom County Comprehensive Plan and the Whatcom County Code are hereby amended as shown in Exhibit A.

BE IT FURTHER ORDAINED that if a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this ordinance, and if the provisions of this ordinance are found to be inconsistent with other provisions of the Whatcom County Code, this ordinance shall control.

ADOPTED this ______ day of ________________, 2018.

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

ATTEST:

______________________________        ______________________________
Dana Brown-Davis, Council Clerk          Rud Browne, Chairperson
APPROVED as to form:

[Vera J. Beck]

Civil Deputy Prosecutor

__________________________
Jack Louws, Executive

( ) Approved     ( ) Denied

Date: _____________________
EXHIBIT A
Whatcom County Code
AMENDMENTS

TITLE 24 HEALTH CODE
CHAPTER 24.11 DRINKING WATER

24.11.060 Water availability required.
A. Prior to issuance of a building or other project permit, and unless exempt pursuant to subsection (C), the applicant must provide Whatcom County Planning and Development Services evidence of adequate water supply as documented by a water availability notification signed by the director the Whatcom County Health Department. The water availability notification shall document a supply of potable water adequate to serve a land use associated with a project permit in terms of quality, quantity, and legal availability.

B. The applicant must provide evidence of legal availability in the form of:
   1. A water right permit from the Department of Ecology; or,
   2. A letter from an approved public water purveyor with sufficient water rights, stating the ability to provide water; or,
   3. Evidence that a permit-exempt groundwater withdrawal (authorized under RCW 90.44.050) is associated with a well constructed (in accordance with the provisions of RCW Chapter 18.104) prior to January 19, 2018; or,
   4. **Documentation-Evidence** that water can be supplied by a rainwater catchment system approved by the Whatcom County Health Department, per Department of Ecology Policy 1017; or,
   5. If the well site is located in WRIA 3 (Lower Skagit-Samish) or in Point Roberts, Eliza Island, or Lummi Island, as shown in Figure 24.11.060, **evidencedocumentation** that water for domestic use will be supplied by a new withdrawal exempt from permitting under RCW 90.44.050.
   6. If the well site is located in WRIA 4 (Upper Skagit), **evidence** that the requirements of chapter 173-503 WAC have been met.

6. If the well site is located in those Limited Coastal Areas (that may or may not be in hydraulic continuity with regulated surface waterbodies) as shown on Figure 24.11.060, documentation that water for domestic use will be supplied by a new withdrawal exempt from permitting under RCW 90.44.050 and:
   a. A study prepared by a qualified hydrogeologist licensed in the State of Washington demonstrating a proposed groundwater withdrawal would not impair a senior water right, including instream flows established in Chapter 173-501 WAC where applicable, in accordance with current statutes and case law. Such documentation must be verified by the County either through consultation with the Department of Ecology, or a qualified technical review team appointed by the County. The County may require a third-party review by an
independent qualified hydrogeologist if the County determines additional technical expertise is needed. The cost of the third-party review shall be borne by the County; or,

b. A mitigation plan prepared by a qualified hydrogeologist licensed in the State of Washington, and approved by Whatcom County. The plan shall include:

i. Evidence that the proposed withdrawal with mitigation in place will not impair a senior water right, including instream flows established in Chapter 173-501 WAC where applicable, in accordance with current statutes and case law. Such documentation must be verified by the County either through consultation with the Department of Ecology, or a qualified technical review team appointed by the County. The County may require a third-party review by an independent qualified hydrogeologist if the County determines additional technical expertise is needed. The cost of the third-party review shall be borne by the County.

ii. A monitoring and reporting plan, including a quality assurance/quality control plan.

iii. Documentation adequate to demonstrate that the mitigation will remain in place for the duration of the impact, including, for example, financial assurances or documentation of permanent dedication of water for mitigation purposes.

7. Except in Point Roberts, Eliza Island, or Lummi Island, if the well site is located in WRIA 1 (Nooksack), or new permit-exempt groundwater withdrawals for domestic use per RCW 90.44.050 within WRIA 1 (Nooksack) or within those Limited Coastal Areas where the applicant chooses not to use subsection (b)(6), the applicant may obtain approval for a withdrawal exempt from permitting pursuant to RCW 90.44.050 under the following conditions:

a. Water for domestic uses shall be subject to a maximum annual average withdrawal of 3,000 gallons per day per connection.

b. The applicant shall record with the property title any relevant restrictions or limitations associated with water supply; and

c. The applicant shall pay to the permitting authority any applicable fees for each project permit.

C. A water availability notification is not required for:

1. A project permit that does not require potable water.

2. A project permit relying on either a permit-exempt groundwater withdrawal per RCW 90.44.050 or a surface water withdrawal for potable water for (a) a remodel of an existing building or (b) replacement of a demolished or removed building but not proposing a change of use, either of which would increase the floor area by no more than 50 percent over that of the existing building; however, such permits shall require documentation of current water quality and quantity, approved by the director.
Staff Report to the County Council

Whatcom County Comprehensive Plan and Health Code Amendments

Date: August 31, 2018

File # PLN2016-00013

File Name: Whatcom County Comprehensive Plan and Health Code Amendments

Applicants: Whatcom County Planning and Development Services (PDS)

Summary of Request: An ordinance amending the Comprehensive Plan and WCC 24.11.060 (Water availability required), amending the requirements for evidence of legal availability for permit exempt groundwater withdrawals in WRIAs 1 (Nooksack), 3 (Lower Skagit), and 4 (Upper Skagit) to be consistent with the Washington State Streamflow Restoration Act (ESSB 6091). The ordinance would remove the compliance exemption for islands and other coastal areas that are not in hydraulic continuity with the Nooksack River as well as subject properties in WRIA 4 (Whatcom County portion of the Upper Skagit) to the requirements of the Act, similar to the rest of WRIA 1 and 3 (Whatcom County portion). (See Figure 1 and Figure 2 for boundaries)

Location: Countywide.

I. BACKGROUND

The State Legislature passed, and the Governor signed into law, ESSB 6091, which amends the state water and watershed management regulations, providing a resolution to the Washington Supreme Court’s Hirst Decision. Whatcom County amended its Comprehensive Plan and regulations earlier this year to incorporate the new state law into our code so as to be consistent with it and our Comprehensive Plan.

ESSB 6091 requires the Department of Ecology to work with the initiating governments, which includes tribes, and the planning unit to review existing watershed plans to identify the potential impacts of exempt well use, identify evidence-based conservation measures, and identify projects to improve watershed health. The watershed plan must then updated to include recommendations for projects and actions that will measure, protect, and enhance instream resources and improve watershed functions that support the recovery of threatened and endangered salmonids by February 1st, 2019. That work is underway.

Until the watershed plan is updated, ESSB 6091 does allow jurisdictions to rely on Ecology rules regarding new permit-exempt wells to comply with GMA requirements for protecting surface and ground water resources, as long as certain conditions are met. These conditions include:

- Withdrawals can be for domestic use only, with a maximum annual average withdrawal of three thousand gallons per day per connection.
- Applicants must pay a fee of $500 dollars ($350 of which the County must forward to the Department of Ecology).
- Applicants must record any relevant restrictions or limitations associated with water supply on their property’s title.
Whatcom County is required by state law to document that every building and land use permit necessitating potable water has an “adequate water supply” prior to approval. Adequate water supply as defined by WCC 20.97.451 includes a three-part requirement: 1) water quantity (i.e., the water source has enough physical water to meet state Department of Health minimum requirements to supply a proposed use); 2) water quality (i.e., the proposed withdrawal of water meets state safe drinking water quality standards); and 3) legal availability (i.e., the applicant has legal authority to access and use the water source).

In Whatcom County the ways of showing the legal water availability for development purposes (where Whatcom County has to issue a permit for a use requiring water) are listed in WCC 24.11.060(B). This was one of the sections of code that Council amended earlier this year so as to comply with ESSB 6091.

Reason for Proposed Amendments
In crafting the previous ordinance, staff relied on previous determinations by the Department of Ecology that certain areas of Whatcom County—areas not in hydraulic continuity with the Nooksack River—would be exempt from complying with the conditions imposed by ESSB 6091. Thus, the ordinance specifically exempted properties in Point Roberts, Eliza Island, or Lummi Island from the three conditions. The ordinance also acknowledged that certain coastal areas might also not be in hydraulic continuity with the Nooksack River, and allowed property owners in those areas to perform a study to determine whether they were, and if not, then also not be subject to the three conditions.

Additionally, the ordinance did not address the portion of WRIA 4 (Upper Skagit) that lies within Whatcom County, as there are no private properties in that area (it all being National Forest land).

On June 28, 2018, Hirst, et al. and Futurewise, petitioners in Case No. 12-2-0013, filed a Concurrence in Part and Objection in Part to a Finding of Compliance on Water Quantity with the Growth Management Hearings Board. In it, they concurred that our newly adopted policies and regulations for WRIA 1 (except for Point Roberts, Eliza Island, and Lummi Island) now comply with the GMA. But they objected to us exempting Point Roberts, Eliza Island, and Lummi Island, arguing that ESSB 6091 applies to all of WRIA 1. They also objected to us not including the Whatcom County portion of WRIA 4 (Upper Skagit) in the requirements for showing legal availability of water (even though doing so would have no actual effect on development).

The Prosecuting Attorney’s Office agrees with their arguments and requested that we bring forth an amendment to remedy this.

II. PROPOSED AMENDMENTS

A. Proposed Code Amendments
This ordinance would amend the health regulations (WCC 24.11.060, Water availability required) as shown in Exhibit A (attached) (and tabularized for explanation in Table 1, below). The amendments would eliminate the compliance exemption for Point Roberts, Eliza Island, Lummi Island, and coastal areas not in hydraulic continuity with the Nooksack River, and subject properties in WRIA 4 (Whatcom County portion of Upper Skagit) to the requirements of WAC Chapter 173-503.

B. Proposed Comprehensive Plan Amendment
Due to a previous Growth Management Hearings Board decision regarding the lack of measures in our Comprehensive Plan to protect rural character, the County adopted into it by reference specific sections of the Whatcom County Code, found in Policy 2DD-2. Germaine to the matter at hand, Policy 2DD-2.C.8 adopts by reference WCC 24.11.060.

Because of this, each time we amend any of these referenced code sections we are also amending the Comprehensive Plan, and have to advertise as such. No further action is required on this portion.
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<td>3. Evidence that a permit-exempt groundwater withdrawal (authorized under RCW 90.44.050) is associated with a well constructed (in accordance with the provisions of RCW Chapter 18.104) prior to January 19, 2018</td>
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<td>4. Water supplied by a rainwater catchment system</td>
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<td>5. For new (drilled after January 19, 2018) permit-exempt groundwater withdrawals for domestic use per RCW 90.44.050</td>
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<td>6. Evidence that water for domestic use will be supplied by a new withdrawal exempt from permitting under RCW 90.44.050</td>
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<td>7. Evidence that the requirements of WAC Chapter 173-503 have been met</td>
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Figure 2. Western Whatcom County, showing WRIA boundaries and land uses
III. COMPREHENSIVE PLAN EVALUATION

Below are listed all the pertinent Comprehensive Plan goals and policies regarding domestic water supply, protection of instream flows, water quantity, and watershed planning:

Chapter 2, Land Use

Goal 2A: Ensure designation of sufficient land and densities, with consideration of water availability, to accommodate the growth needs of Whatcom County and protect the local economy, rural lifestyle, habitat, fish, and wildlife, which are the cornerstone qualities that make the county a desirable place to live.

Policy 2A-15: Strive to improve predictability to property owners regarding the connection between legal water use, and land use and development by:

- Supporting completion of groundwater studies that provide a better understanding of water quantities available and the connection between groundwater use and instream flow levels.
- Supporting the efforts of water purveyors to develop new legal water sources and the infrastructure and systems necessary to transport that water to existing water users that lack safe potable water or sufficient water rights.
- Encouraging a negotiated water rights quantification and settlement between the Lummi Nation, Nooksack Indian Tribe and other water users in the Nooksack River basin.
- Encouraging the Department of Ecology to protect instream flows, particularly in times of extremely low summer flows.
- Coordinating with the Department of Ecology to find solutions to provide adequate water for out-of-stream users while protecting instream flows. Potential solutions may include consideration of recycling, conservation, water banking, public water system interties, stream recharge augmentation, change in place of use, desalination and other alternative water supply measures.
- Requesting the Department of Ecology to create a water management plan for exempt wells in closed water basins that better aligns instream flows with current water rights and legal decisions on hydraulic continuity.

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. In addition to the policies of this plan that provide measures governing rural development, the following County's key development regulations are incorporated into this plan by reference to assure that the plan contains measures to protect rural character:

... C. Measures to protect critical areas and surface and groundwater resources:

... 6. Limit water withdrawals resulting from land division through the standards in the following Whatcom County Land Division regulations, adopted herein by reference:

- WCC 21.04.090 Water supply, Short Subdivisions.
- WCC 21.05.080 Water supply, Preliminary Long Subdivisions.
7. Regulate groundwater withdrawals by requiring purveyors of public water systems and private water system applicants to comply with Washington State Department of Ecology water right requirements per WCC 24.11.050, adopted herein by reference.

8. Require evidence of an adequate water supply prior to issuance of any building permit, per WCC 24.11.060, adopted herein by reference.

9. Determine adequacy of water supply for building permit applications proposing to use a well, spring, or surface water, per WCC 24.11.090, .100, .110, .120, .130, .160, and .170, adopted herein by reference.

... 

Goal 2M: Protect and encourage restoration of habitat for fish and wildlife populations including adequate instream flows.

Policy 2M-7 Engage in efforts to better define groundwater resources and connection to surface water, current water usage, water rights, adequate instream flows, and policy barriers that create conflicts between these things.

Chapter 5, Utilities

Goal 5R: Ensure that potable water supplies required to serve development are available at the time the development is available for occupancy and use.

Policy 5R-1 Building permit applicants, new subdivisions, short plats, and binding site plans will be required to provide evidence that adequate and legal (in consultation with the Department of Ecology) supplies of water are available prior to their approval by the County.

Chapter 10, Environment

Goal 10F: Protect and enhance water quantity and quality and promote sustainable and efficient use of water resources.

Policy 10F-3: Work cooperatively with Federal, State, and local jurisdictions, Tribal governments, municipal corporations, and the public to implement the goals and policies of the Comprehensive Plan as well as state water resources and water quality laws.

Policy 10F-4: Participate in the coordination of all local water and land management efforts, plans, and data to ensure adequate oversight of water quantity and quality issues.

Policy 10F-5: Manage water resources for multiple instream and out-of-stream beneficial uses, including instream flows set by the State Department of Ecology.

Policy 10F-9: In conjunction with all jurisdictions, develop and adopt programs to protect water quality and quantity within watersheds, aquifers, and marine waterbodies that cross jurisdictional boundaries.

Goal 10G: Protect and enhance Whatcom County's surface water and groundwater quality and quantity for current and future generations.

Policy 10G-3: In conjunction with the public and appropriate local, state, Tribal, and federal jurisdictions, define, identify, and develop management strategies for watershed basins and subbasins that may require special protection. These areas may include aquifers, critical aquifer recharge areas as defined under the Growth Management Act, Groundwater Management Areas, wellhead protection areas, and high priority watersheds such as those specified under WAC 400 (Local Planning and Management of
Non-point Source Pollution), WRIA Watershed Management Planning, and under legislative policy direction (e.g. Nooksack Basin, Lake Whatcom, Lake Samish and Drayton Harbor).

Policy 10G-4: Management efforts should consider both water quality and quantity. Water quality efforts should help reduce the likelihood that potential contaminant sources will pollute water supplies. Water quantity efforts should include consideration and protection of recharge areas and potential effects on stream flow.

Policy 10G-5: Support the implementation of local and state Watershed Management Plans, the Lower Nooksack Strategy, the Lake Whatcom Management Program, NPDES Phase II Permitting, and the WRIA Watershed Management Projects.

Policy 10G-6: Pursue the adoption and implementation of ground and/or surface water management plans and their integration into local comprehensive plans. Designate the Lake Whatcom and Lake Samish Watersheds as high priorities in this effort.

Goal 10-I: Support water conservation, reclamation, reuse measures, and education as a means to ensure sufficient water supplies in the future.

Policy 10I-2: Support efforts to establish and protect sustainable water supplies to meet existing and future demands for water in the county.

Policy 10I-3: Develop and implement plans to comply with the Department of Ecology’s instream flow and water management rules and water resources management programs.

Policy 10I-4: Coordinate local water and land management efforts, plans, and data to ensure adequate oversight of water quality and quantity issues.

Conclusion: The proposed amendments to the Whatcom County Comprehensive Plan and development regulations would affirm the County’s intent to work cooperatively with the Department of Ecology, WRIA 1 Initiating Governments, and the Planning Unit to update the WRIA 1 Watershed Management Plan pursuant to the Streamflow Restoration Act (ESSB 6091), as well as implement the Act’s requirements for allowing the conditioned use of permit-exempt wells (RCW 90.44.050) as a legal source of water for domestic use, and are consistent with the above listed Comprehensive Plan goals and policies.

IV. PROPOSED FINDINGS OF FACT AND REASONS FOR ACTION

Staff recommends the County Council adopt the following findings of fact and reasons for action:

1. RCW 36.70A.070(1) requires that the land use element of a county comprehensive plan “shall provide for protection of the quality and quantity of groundwater used for public water supplies”; and,

2. RCW 36.70A.070(5)(c)(iv) requires that the rural element of a county comprehensive plan “shall include measures that apply to rural development and protect the rural character of the area, as established by the County, by: ... protecting critical areas...and surface water and groundwater resources”; and,

3. RCW 19.27.097(1) requires that applicants for building permits of buildings necessitating potable water provide evidence of an adequate water supply for the intended use of the building; and,

4. RCW 58.17.110(2) requires that “A proposed subdivision and dedication shall not be approved unless the... county legislative body makes written findings that... appropriate provisions are made for... potable water supplies...”; and,
5. WCC Chapter 24.11 contains requirements for potable water; and,

6. To protect rural character and regulate groundwater withdrawals, Whatcom County adopted Ordinance 2012-032, amending its Comprehensive Plan to adopt by reference existing development regulations, adding Policy 2DD-2.C.6 which adopts by reference WCC 21.04.090 and 21.05.080, Policy 2DD-2.C.7 which adopts by reference WCC 24.11.050, Policy 2DD-2.C.8 which adopts by reference WCC 24.11.060, and Policy 2DD-2.C.9 which adopts by reference WCC 24.11.090, .100, .110, .120, .130, .160, and .170, any amendments to these WCC provisions are also amendments to the Comprehensive Plan; and,

7. The Growth Management Hearings Board (Board) found the amended Comprehensive Plan lacked the required measures to protect water resources (GMHB Case No. 12-2-0013); and,

8. On October 6, 2016, the Washington State Supreme Court (Court), in reversing a Court of Appeals decision, upheld the Board’s decision that the County’s Comprehensive Plan does not satisfy the GMA requirements to protect water availability, and stated, “We hold that the Board properly concluded that the GMA requires counties to make determinations of water availability.”; and,

9. The Court stated, “...the GMA places the burden on counties to protect groundwater resources, and requires counties to assure that water is both factually and legally available before issuing building permits.”; and,

10. The Court stated, “...The county’s policies incorporate WCC provisions that do not allow water to be withdrawn from ‘an area where [the Department of Ecology] has determined by rule that water for development does not exist.’ ...these ordinances further provide that an application for a permit-exempt appropriation will be approved without any analysis of that withdrawal’s impact on instream flows. The Board found that these provisions result in water withdrawals from closed basins and senior instream flows—flows that the record indicated drop below the minimum levels 100 days out of the year. The Board properly held that this conflicts with the requirement placed on counties to protect water availability under the GMA...”; and,

11. Chapter 173-501 WAC Instream Resources Protection Program – Nooksack Water Resource Inventory Area (WRIA) 1 identifies waterbodies in Whatcom County that are closed or partially closed to further appropriation, by listing their status as “closure,” “partial year closure,” “low flow,” or “minimum flow.”; and,

12. On January 18, 2018, the Washington State Legislature adopted ESSB 6091, which requires the Department of Ecology to work with the initiating governments and the planning unit in WRIA 1 to review existing watershed plans to identify the potential impacts of exempt well use, identify evidence-based conservation measures, and identify projects to improve watershed health. Until rules are adopted that specify otherwise, Section 202(5), which effectively reverses the Court’s decision in Hirst, allows new domestic water uses in WRIA 1 that rely on groundwater withdrawals exempt from permitting under RCW 90.44.050, provided that applicants pay a fee of five hundred dollars to the permitting authority and limit their maximum annual average withdrawal of three thousand gallons per day, per connection, and record this limitation on the property title; and,

13. ESSB 6091, Section 101(5), also provides that “[a]ny permit-exempt groundwater withdrawal authorized under RCW 90.44.050 associated with a water well constructed in accordance with the provisions of chapter 18.104 RCW before the effective date of this section is deemed to be evidence of adequate water supply under this section”; and,
14. The amendments proposed by this ordinance are consistent with the aforementioned requirements of ESSB 6091 and are therefore consistent with the GMA, as specifically addressed in Section 102 of ESSB 6091; and,

15. Adoption of this ordinance is necessary to complete the GMA compliance proceedings before the Western Washington Growth Management Hearings Board (GMHB Case No. 12-2-0013); and,

16. A determination of non-significance (DNS) (SEPA 2018-00063) was issued under the State Environmental Policy Act (SEPA) on July 19, 2018; and,

17. ESSB 6091 was signed by Governor Inslee on January 19, 2018, and, pursuant to the emergency clause in Section 307, it became effective immediately as the Legislature declared that it was “necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing institutions...” ; and,

18. In accordance with RCW 36.70A.106, Whatcom County Planning and Development Services notified the Department of Commerce of the proposed amendments contained herein on July 17, 2018, and no comments were received from state agencies; and,

19. The Planning Commission held a duly noticed public hearing on this ordinance on July 26, 2018;

20. The County Council held a duly noticed public hearing on this ordinance on September 25, 2018.

V. PROPOSED CONCLUSIONS

1. The proposed amendments to the Whatcom County Comprehensive Plan and development regulations would affirm the County’s intent to work cooperatively with the Department of Ecology, WRIA 1 Initiating Governments, and the Planning Unit to update the WRIA 1 Watershed Management Plan pursuant to the Streamflow Restoration Act (ESSB 6091), as well as implement the Act’s requirements for allowing the conditioned use of permit-exempt wells (RCW 90.44.050) as a legal source of water for domestic use, and are consistent with the Comprehensive Plan goals and policies listed in Section III of this staff report.

2. The amendments are in the public interest.

3. The amendments are consistent with the Whatcom County Comprehensive Plan.

VI. RECOMMENDATIONS

At their July 26, 2018, meeting, the Planning Commission reviewed the proposal and held a public hearing. Based on their discussion and public testimony, they suggested some grammatical edits (which have been incorporated into Exhibit A) and then recommended approval.

Staff recommends that the County Council review the proposed amendments, hold a public hearing, and adopt these provisions.

VII. ATTACHMENTS

1) Draft Ordinance 2018-

2) Exhibit A, showing the proposed amendment to the Whatcom County Comprehensive Plan and development regulations
**TITLE OF DOCUMENT:**
National Recovery Month Proclamation

**ATTACHMENTS:**

| SEPA review required? | ( ) Yes | ( X ) NO |
| SEPA review completed? | ( ) Yes | ( ) NO |
| Should Clerk schedule a hearing? | ( ) Yes | ( X ) NO |

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

The purpose of this proclamation is to declare September as National Recovery Month and declare the Whatcom County Health Board’s support of current projects around Whatcom County that aim to improve the lives of people living in recovery.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

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

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

TO: Jack Louws, County Executive

FROM: Regina A. Delahunt, Director

RE: National Recovery Month

DATE: August 30, 2018

Enclosed for Council action (acting as the Health Board), is one (1) original of a Proclamation to recognize September as National Recovery Month in Whatcom County and to proclaim the support of recovery related projects in Whatcom County as a priority.

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

Encl.
PROCLAMATION

WHEREAS, an estimated 24,000 people in Whatcom County suffer from untreated behavioral health conditions; and

WHEREAS, the consequences of mental and substance use disorders negatively impact our community; and

WHEREAS, the Whatcom County Council adopted a “Health Planning” approach to encourage health and active living; and

WHEREAS, preventing and overcoming mental and substance use disorders is essential to achieving a healthy lifestyle; and

WHEREAS, programs focused on preventing the onset or severity of mental and substance abuse disorders have been proven to be effective; and

WHEREAS, treatment for mental and substance use disorders is effective in promoting recovery; and

WHEREAS, it is in the best interest of our community to implement preventive measures, increase treatment opportunities, and support those in recovery services; and

WHEREAS, people in Whatcom County and around the nation are successful in maintaining recovery; and

WHEREAS, September is National Recovery Month;

NOW, THEREFORE, BE IT PROCLAIMED, that the Health Board will prioritize continued support of current projects including, the construction of the Crisis Stabilization Facility, expansion of Medication Assisted Treatment, establishment of a locally-based Residential Treatment Facility, and development of a Recovery House Program, to improve the lives of people in recovery.

ATTEST:

Dana Brown-Davis, Clerk of the Board

WHATCOM COUNTY BOARD OF HEALTH
WHATCOM COUNTY, WASHINGTON

Rud Browne, Health Board Chair
CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 9:33 a.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Absent: Tim Ballew.

COMMITTEE DISCUSSION

1. DISCUSSION OF PRELIMINARY DRAFT COMPREHENSIVE PLAN AND ZONING AMENDMENTS – CHERRY POINT (AB2018-076D)

Matt Aamot, Planning and Development Services Department, gave a staff report on the draft amendments and answered questions.

Karen Frakes, Prosecutor’s Office, answered questions.

Staff and councilmembers discussed whether there are existing vested rights; limiting negative impacts versus limiting expansion; whether there have been applications that have been subject to the moratorium; policy versus code regulations; identifying quantity when defining hazardous substance; whether the Council can designate bulk coal storage facilities as a prohibited use; and whether the Council intends to allow storage of refined petroleum as a permitted use or a conditional use in the heavy impact industrial zone.

Buchanan moved to retain language in Policy 2CC-16, “above levels in existence as of March 1, 2017.”

The motion was seconded.

The motion carried by the following vote:

Ayes: Browne, Buchanan, Byrd, Donovan, and Sidhu (5)
Nays: None (0)
Absent: Ballew (1)
Abstains: Brenner (1)
Donovan moved to amend the second bullet in Policy 2CC-16 to retain most of the language, “Until the above mentioned amendments are implemented, the Prosecuting Attorney and/or...fossil fuels from Cherry Point.”

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
Nays: None (0)
Absent: Ballew (1)

Brenner moved to amend the definition of hazardous substance, “Any liquid...or waste, regardless of quantity above a certain amount to be determined, that exhibits....”

The motion was seconded.

Byrd suggested a friendly amendment, “...in excess of 200 gallons unless otherwise defined in the Code...”

Brenner accepted the friendly amendment.

The motion failed by the following vote:

Ayes: Brenner and Byrd (2)
Nays: Browne, Buchanan, Donovan, and Sidhu (4)
Absent: Ballew (1)

Donovan moved to remove the references to coal on Council packet pages five through seven in the following sections of Whatcom County Code 20.66: .063, .068, .081, .170; and in the following sections of WCC 20.68: .059, .081, and .170. Remove coal from eligibility as a conditional use permit in light impact industrial and heavy impact industrial zones. Make coal a prohibited use.

The motion was seconded.

The motion carried by the following vote:

Ayes: Browne, Buchanan, Brenner, Donovan, and Sidhu (5)
Nays: None (0)
Absent: Ballew (1)
Abstains: Byrd (1)

Buchanan moved to amend the hazardous substance definition, “...WAC 173-303-090 and/or WAC....”

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
Nays: None (0)
Absent: Ballew (1)
Brenner moved to amend language on Council packet pages five through seven in the following sections of Whatcom County Code 20.66: .063, .068, .081, .170; and in the following sections of WCC 20.68: .059, and .081. Remove references to liquefied petroleum gas or natural gas.

The motion was seconded.

The motion failed by the following vote:

Ayes: Brenner and Byrd (2)

Nays: Browne, Buchanan, Donovan, and Sidhu (4)

Absent: Ballew (1)

Browne moved to amend Whatcom County Code section 20.82.030(1)(a) and (2)(a), “...no larger in capacity or number than the pipelines...”

The motion was seconded.

The motion failed by the following vote:

Ayes: Buchanan, Browne, and Donovan (3)

Nays: Byrd, Brenner, and Sidhu (3)

Absent: Ballew (1)

Staff and councilmembers discussed minor and major changes to major project permits and greenhouse gas mitigation and satisfying permitting requirements from other jurisdictions first through the State Environmental Policy Act (SEPA) process.

Browne stated this item is held in committee.

2. DISCUSSION OF PROPOSED INTERIM ORDINANCE RELATING TO ZONING REGULATIONS FOR SITING, ESTABLISHMENT, AND OPERATION OF TEMPORARY HOMELESS FACILITIES (ORDINANCE SCHEDULED FOR INTRODUCTION THIS EVENING) (AB2018-182A)

Mark Personius, Planning and Development Services Department, gave a staff report and answered questions.

Staff and councilmembers discussed allowing tent encampments in incorporated areas; the maximum number of residents; and the length of each permit extension.

Brenner moved to amend Council packet page 19, section 4, item F, “...greater than 100 50...”

The motion was seconded.

The following people spoke:

Jim Peterson, HomesNOW, answered questions about removing caps on tent encampments.
Doug Gustafson, HomesNOW, stated the preferred piece of land is at 5238 Northwest Drive.

Amy Coughlin stated she has concern about HomesNOW being the organization to handle this.

Joy Gilfilin stated she supports the HomesNOW proposed project.

Councilmembers and staff discussed defining the size of the tents and tiny homes and appropriate timelines and extensions.

Brenner restated the motion to amend Council packet page 19, Section 4F, “site conditions, but in no case shall the number be greater than 100 people.”

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Buchanan, Donovan and Byrd (4)

Nays: Browne and Sidhu (2)

Absent: Ballew (1)

Brenner moved to amend Section 5, item A, “…tiny house encampments shall not exceed 100.”

The motion was seconded.

Personius stated the number in Section 5.A is a countywide cumulative number.

Brenner withdrew the motion.

Brenner moved to amend Section 4, item M.2, “Sanitary portable toilets, which shall be set back at least 40 feet from all property lines.” Staff can identify restrictions for each property individually.

The motion was seconded.

Donovan suggested a friendly amendment, “Sanitary portable toilets, which shall be set back at least 40 feet from all property lines as determined by the Planning Department Director.”

Brenner accepted the friendly amendment.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Donovan, Byrd and Sidhu (6)

Nays: None (0)

Absent: Ballew (1)

Sidhu moved to amend Section 5, item C, “…The director may grant one 90-day 180-day extension, provided...”
The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Donovan, and Sidhu (5)

**Nays:** None (0)

**Absent:** Byrd (out of the room) and Ballew (2)

Councilmembers discussed reviewing the ordinance to make changes in the future, if necessary; enforcement action on a valid permit; the minimum and maximum timelines allowed in the ordinance; and noise controls.

Personius stated staff will make changes and submit for Introduction at the evening Council meeting.

**OTHER BUSINESS**

There was no other business.

**ADJOURN**

The meeting adjourned at 11:16 a.m.

The Council approved these minutes on ______________, 2018.

**ATTEST:**

WHATCOM COUNTY COUNCIL

WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Rud Browne, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL  
Committee Of The Whole  

July 10, 2018

CALL TO ORDER
Council Chair Rud Browne called the meeting to order at 1:05 p.m. in the Council  
Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL
Present: Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd  
Donovan, and Satpal Sidhu
Absent: Tim Ballew

COMMITTEE DISCUSSION
1. DISCUSSION WITH SENIOR DEPUTY PROSECUTOR KAREN FRAKES REGARDING  
PENDING LITIGATION, HIRST ET AL V. WHATCOM COUNTY, GMHB CASE NO. 12-20013 (AB2018-018)  
Attorney Present: Karen Frakes

Browne stated that discussion of agenda item one may take place in executive  
session pursuant to RCW42.30.110 (1)(i). Executive session will conclude no later than  
1:15 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the  
meeting to make a public announcement.

Buchanan moved to go into executive session until no later than 1:15 p.m. to  
discuss the agenda items pursuant to RCW citations as announced by the Council Chair.  
The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
Nays: None (0)
Absent: Ballew (out of the room) (1)

OTHER BUSINESS

ADJOURN
The meeting adjourned at 1:10 p.m.
The Council approved these minutes on ______ 2018.

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Rud Browne, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Special Committee of the Whole

July 10, 2018

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 3:18 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL


Absent:  Tim Ballew.

SPECIAL PRESENTATION

1. PRESENTATION OF INCARCERATION PREVENTION AND REDUCTION TASK FORCE 2018 ANNUAL REPORT (AB2018-181)

Jack Hovenier, Incarceration Prevention and Reduction Task Force Co-Chair, described the background of the Task Force and the Triage Facility Subcommittee.

Jill Bernstein, Incarceration Prevention and Reduction Task Force Co-Chair, continued the presentation on reducing warrants and pretrial release services.

The presenters answered questions and councilmembers discussed analyses of programs from the Public Policy Institute, upcoming requests for staffing to launch a pretrial services unit, the cost of a pretrial risk assessment tool, the number of defendants who are released on personal recognizance (PR) or aren't offered bail, and the costs of pretrial electronic home monitoring.

Bill Elfo, County Sheriff, answered questions on the cost of and monitoring options for electronic home monitoring of sentenced offenders in Superior Court, District Court, and local municipal courts.

COMMITTEE DISCUSSION

1. DISCUSSION OF MEETING PROCEDURES AND TECHNIQUES FOR IMPROVING MEETING EFFICIENCIES AND PRODUCTIVITY (AB2018-163A)

Councilmembers discussed parliamentary procedure at a recent meeting and how to improve meeting functionality.
Browne moved to change seating arrangement: the immediate past Council Chair, Council Chair, and Council Vice-Chair in the center three seats.

The motion was seconded.

Councilmembers discussed letting each councilmember speak the first time before letting someone speak a second time; seating arrangements; debating civilly; allowing a line of questioning; using the Council’s time most efficiently; engaging the public during open session or a public hearing at an evening meeting; requesting clarification versus debating a member of the public; making sure everyone feels heard; ensuring all the councilmembers enforce decorum in debate; potentially amending Whatcom County Code 2.02.060; allowing the public to provide answers to councilmember questions outside of public hearings or open session; and the Chair’s authority.

Browne amended his motion to rearrange the seating in the center on a trial basis for one year.

Buchanan moved to table the motion.

Browne withdrew his motion.

OTHER BUSINESS

There was no other business.

ADJOURN

The meeting adjourned at 5:18 p.m.

The Council approved these minutes on ______________, 2018.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Rud Browne, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Regular County Council Meeting

July 10, 2018

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 7:02 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Absent: Tim Ballew.

FLAG SALUTE

ANNOUNCEMENTS

MINUTES CONSENT

Donovan moved to approve Minutes Consent items one through eight.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
Nays: None (0)
Absent: Ballew (1)

1. SURFACE WATER WORK SESSION FOR MAY 15, 2018
2. SPECIAL COMMITTEE OF THE WHOLE FOR MAY 22, 2018
3. SPECIAL COUNTY COUNCIL MEETING FOR MAY 29, 2018
4. SPECIAL COMMITTEE OF THE WHOLE (AM) FOR JUNE 19, 2018
5. COMMITTEE OF THE WHOLE FOR JUNE 19, 2018
6. SPECIAL COMMITTEE OF THE WHOLE (PM) FOR JUNE 19, 2018
7. REGULAR COUNTY COUNCIL FOR JUNE 19, 2018
8. BOARD OF HEALTH FOR JUNE 26, 2018
PUBLIC HEARING

1. ORDINANCE ESTABLISHING PARKING RESTRICTIONS WITHIN TEN FEET OF U.S. MAILBOXES ON ALL COUNTY ROADS (AB2018-200)

Browne opened the public hearing, and hearing no one, closed the public hearing.

Brenner moved to adopt the ordinance.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
Nays: None (0)
Absent: Ballew (1)

OPEN SESSION

The following people spoke:

- Yoshi Ravelle spoke about addiction and the criminal justice system.
- Amy Glasser spoke about homeless services.
- Ronna Loerch spoke about homeless services.
- Adam Lamb spoke about Comprehensive Plan amendments to the Cherry Point urban growth area.
- Ron Wilson, Laborers Local 292, spoke about Comprehensive Plan amendments to the Cherry Point urban growth area.
- Hanna Holt, Laborers Local 292, spoke about Comprehensive Plan amendments to the Cherry Point urban growth area.
- Joe Lorenzo, International Brotherhood of Electrical Workers Local 191, spoke about Comprehensive Plan amendments to the Cherry Point urban growth area.
- Max Perry spoke about Council’s meeting procedures.
- Amy Coughlin spoke about homeless issues.
- Marcus Sidham spoke about homeless issues.
- Patrick Alesse spoke about homeless issues.
- John Campbell spoke about homeless issues.
- Eddy Ury, ReSources for Sustainable Communities, submitted a handout (on file) and spoke about Comprehensive Plan amendments to the Cherry Point urban growth area and job growth in the energy sector.

CONSENT AGENDA

Sidhu reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items one through three.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
Nays: None (0)
Absent: Ballew (1)

1. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO AWARD BID #18-36 AND ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND FOSS MARITIME COMPANY FOR THE ANNUAL DRYDOCKING, REPAIR, AND MAINTENANCE OF THE WHATCOM CHIEF FERRY, IN THE AMOUNT OF $581,511.80 (AB2018-203)

2. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND PUD #1 OF WHATCOM COUNTY TO PROVIDE FUNDING THROUGH THE EDI PROGRAM FOR THE GRANDVIEW/I-5/NORTHGATE/DELTA TECH FIRE SYSTEM SUPPLY PIPELINE PROJECT AS A LOAN IN THE AMOUNT OF $800,000 AND A GRANT IN THE AMOUNT OF $800,000, FOR A TOTAL CONTRACT AMOUNT OF $1,600,000 (AB2018-204)

3. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND OPPORTUNITY COUNCIL TO SUPPORT THE 22 NORTH HOUSING DEVELOPMENT CONSTRUCTION PROJECT’S EXPANDED SCOPE WHICH SUPPORTS THE CRITICAL FEATURES DESIGNED TO ENHANCE AND SUSTAIN THE HOUSING CONSTRUCTION (SUCH AS IMPROVED SECURITY CAMERA COVERAGE, ENHANCED SITE ACCESS FEATURES AND MORE DURABLE SOLID SURFACES), IN THE AMOUNT OF $100,000 (AB2018-205)

OTHER ITEMS

1. RESOLUTION AUTHORIZING THE ALLOCATION OF REET I FUNDING TO SUPPORT THE CONSTRUCTION OF A MULTI-USE BUILDING EXPANSION AT THE EAST WHATCOM REGIONAL RESOURCE CENTER (FROM MAY 8) (AB2018-131)

Sidhu reported for the Finance and Administrative Services Committee and moved to approve the substitute resolution.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
Nays: None (0)
Absent: Ballew (1)

2. COUNCIL TO SELECT ONE COUNTY-OWNED SITE FOR SAFE STORAGE NOW PNW STORAGE LOCKER PILOT PROJECT (AB2018-139)

Brenner reported for the Public Works and Health Committee and the recommendation to move forward with location A at the Courthouse parking lot.

Byrd moved to move forward with location B at the Lottie Street Parking lot.
The following staff answered questions:
- Tyler Schroeder, Executive’s Office
- Carmen Gilmore, Safe Storage Now PNW
- Brittany Jones, Safe Storage Now PNW

The motion was seconded.

Councilmembers discussed video camera locations, the use of the County parking lot, allowing the County administration and project proponents to choose a site among the locations options, and creating an electrical source for the project.

*Byrd withdrew* his motion.

*Sidhu moved* to allow the County administration and project proponents to choose one site among the locations options and report to the Council for final recommendation of a site.

The motion was seconded.

The motion failed by the following vote:

- **Ayes:** Brenner, Sidhu, and Buchanan (3)
- **Nays:** Donovan, Browne, and Byrd (3)
- **Absent:** Ballew (1)

*Byrd moved* to request that the administration choose between sites B and D and move forward with the project.

The motion was seconded.

The motion carried by the following vote:

- **Ayes:** Brenner, Browne, Buchanan, Byrd, and Sidhu (5)
- **Nays:** Donovan (1)
- **Absent:** Ballew (1)

3. **REQUEST TO APPOINT A LAW LIBRARY TRUSTEE FOR THE WHATCOM COUNTY LAW LIBRARY BOARD (AB2018-207)**

Karen Frakes, Prosecutor’s Office, gave a staff report.

Councilmembers discussed statute requirements and whether the Chair could designate an alternate.

*Byrd moved* to appoint the Council Chair.

The motion was seconded.

The motion carried by the following vote:

- **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
- **Nays:** None (0)
Absent: Ballew (1)

4. REQUEST TO AUTHORIZE THE COUNTY EXECUTIVE TO SIGN THE CLASS ACTION OPT-IN NOTICE FORM IN KANE COUNTY, UTAH, V. UNITED STATES (AB2018-202)

Karen Frakes, Prosecutor’s Office, gave a staff report and answered questions on whether there is a cost to opting in to the lawsuit.

Brenner moved to approve the request.

The motion was seconded.

The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
Nays: None (0)
Absent: Ballew (1)

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. APPOINTMENTS TO THE WHATCOM COUNTY BUSINESS AND COMMERCE ADVISORY COMMITTEE, 13 VACANCIES (COMMITTEE ADVISES THE WHATCOM COUNTY COUNCIL ON ISSUES, INCLUDING REGULATIONS AND POLICIES THAT COULD IMPACT LOCAL BUSINESSES, INDUSTRY, OR ECONOMIC DEVELOPMENT) (AB2018-132B)

Byrd moved to consider the two late applications received after the application deadline.

The motion was seconded.

Councilmembers discussed whether or not to consider late applications and whether any of the applicants represent an information technology company.

The motion carried by the following vote:
Ayes: Browne, Buchanan, Byrd, and Sidhu (4)
Nays: Donovan and Brenner (2)
Absent: Ballew (1)

Sidhu nominated all applicants.

Councilmembers discussed the appointment process they wish to follow.

Byrd moved to appoint Bob Pritchett to the Internet Technology position. The motion was not seconded.

Internet Technology

Buchanan voted for Bob Pritchett.
Benner voted for Drew Zogby.
Sidhu voted for Pritchett.
Donovan voted for Pritchett.
Byrd voted for Pritchett.
Browne voted for Pritchett.
The Council appointed Bob Pritchett.

Manufacturing
Buchanan voted for Drew Zogby.
Brenner voted for Ryan Allsop.
Sidhu voted for Zogby.
Donovan voted for Allsop.
Byrd voted for Zogby.
Browne voted for Zogby.
The Council appointed Drew Zogby.

Food Processing
Byrd moved to appoint Richard Griffith by acclamation.
The motion was seconded.
The motion carried by the following vote:
Ayes:  Brenner, Browne, Buchanan, Byrd, and Donovan (5)
Nays:   Sidhu (1)
Absent: Ballew (1)
Councilmembers discussed appointing applicants to categories for which they didn’t apply.
The Council concurred to vote for any applicant for any position, regardless of the position for which the applicant applied, beginning with reconsidering the vote for the Food Processing position.
Buchanan voted for Doug Thomas.
Brenner voted for Richard Griffith.
Sidhu voted for Thomas.
Donovan abstained.
Byrd voted for Thomas.
Browne voted for Thomas.
The Council appointed Doug Thomas.

Recreation
Browne nominated the representative from Allsop.
Councilmembers discussed whether the Allsop representative is involved in recreation.
Browne withdrew his nomination.
Brenner nominated Kris Halterman.
Byrd seconded the nomination.
Councilmembers discussed outdoor versus indoor recreation.
Sidhu abstained.
Donovan abstained.
Byrd voted for Halterman.
Browne abstained.
Brenner voted for Halterman.
Buchanan abstained.
No one was appointed.

Retail
Buchanan voted for Casey Diggs.
Sidhu voted for Diggs.
Byrd voted for Sarah Hutton.
Browne voted for Diggs.
Brenner voted for Ryan VanderYacht.
Donovan voted for Diggs.
The Council appointed Casey Diggs.

**Marine Trades**
Brenner voted for Paul Burill.
Donovan voted for Burill.
Byrd voted *(inaudible)*.
Browne voted for Burill.
Sidhu voted for Gamble.
Buchanan voted for Burill.
Browne announced there were four votes for Burill and two votes for Gamble.
The Council appointed Paul Burill.

**Commercial Real Estate**
Brenner voted for Pete Dawson.
Buchanan voted for Dawson.
Donovan voted for Dawson.
Sidhu voted for Dawson.
Byrd voted for John Ramsey.
Browne voted for Dawson.
The Council appointed Pete Dawson.

**Agriculture**
*Sidhu moved* to appoint Brad Rader by acclamation.
The motion carried by the following vote:
*Ayes:* Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
*Nays:* None (0)
*Absent:* Ballew (1)
Energy

Buchanan voted for Andrew Gamble.
Brenner voted for Chris Colon.
Sidhu voted for Gamble.
Donovan voted for Joshua Summers.
Byrd voted for Gamble.
Browne voted for Gamble.
The Council appointed Andrew Gamble.

Other

Buchanan voted for Jeff Callender and Troy Muljat.
Brenner voted for Chris Colon and Tim Johnson.
Sidhu voted for Jeff Callender and Troy Muljat.
Donovan voted for Cara Buckingham and Dan Robbins.
Tyler Byrd voted for Troy Muljat and Ryan Allsop.
Browne voted for Callender and Muljat.
Councilmembers discussed the applicants that qualified for more than one position.

(Clerk’s Note: Due to a counting error, the Council calculated only three votes for Troy Muljat and concurred to re-vote.)

Byrd moved to place Jeff Callender’s application into the Higher Education pool of applicants and remove him from the general list of all applicants.

The motion was seconded.
The motion carried by the following vote:

Ayes: Brenner, Browne, Byrd, and Sidhu (4)
Nays: Buchanan Donovan (2)
Absent: Ballew (1)

Browne moved to consider the Higher Education position next.
The motion was seconded.
The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
Nays: None (0)
Absent: Ballew (1)

Higher Education

Donovan abstained.
Byrd voted for Susan Cole and Jeff Callender.
Browne voted for Cole and Callender.
Sidhu voted for Callender and Brad Johnson.
Brenner voted for Callender and Cole.
Buchanan voted Callender and Cole.
The Council appointed Susan Cole and Jeff Callender.

Other

Buchanan voted for Troy Muljat and Ryan Allsop.
Brenner voted for Chris Colon and Tim Johnson.
Sidhu voted for Muljat and Allsop.
Donovan abstained.
Tyler Byrd voted for Muljat and Allsop.
Browne voted for Muljat and Allsop.
The Council appointed Troy Muljat and Ryan Allsop.
Councilmembers discussed which members would be appointed for two years or four years.
Browne stated those who received the most votes would get the full four-year terms. That includes Bob Pritchett with five votes, Pete Dawson with five votes, and Jeff Callendar with six votes. All the rest got four votes.

The Council concurred.

Councilmembers discussed the voting process.
Byrd moved that of the remaining appointees, the first three people alphabetically by last name get the last three four-year terms.
The motion was seconded.

The motion carried by the following vote:

Ayes: Browne, Buchanan, Byrd, Donovan, and Sidhu (5)
Nays: None (0)
Abstains: Brenner (1)
Absent: Ballew (1)

Buchanan moved to appoint Councilmembers Sidhu to the advisory committee.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
Nays: None (0)
Absent: Ballew (1)

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. REQUEST CONFIRMATION OF THE COUNTY EXECUTIVE’S APPOINTMENT OF DANA WEBER TO THE WHATCOM COUNTY LODGING TAX ADVISORY COMMITTEE (AB2018-206)

  Donovan moved to confirm the appointment.

  The motion was seconded.

  The motion carried by the following vote:

  Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
  Nays: None (0)
  Absent: Ballew (1)

INTRODUCTION ITEMS

  Buchanan moved to accept the Introduction Items, including a substitute for item one.

  The motion was seconded.

  The motion carried by the following vote:

  Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
  Nays: None (0)
  Absent: Ballew (1)

1. ORDINANCE ADOPTING INTERIM ZONING REGULATIONS FOR SITING, ESTABLISHMENT, AND OPERATION OF TEMPORARY HOMELESS FACILITIES (AB2018-182A)
2. ORDINANCE ESTABLISHING THE SWIFT CREEK SEDIMENT MANAGEMENT FUND AND ESTABLISHING A BUDGET FOR THE SWIFT CREEK SEDIMENT MANAGEMENT FUND (AB2018-208)

3. ORDINANCE AMENDING THE WHATCOM COUNTY BUDGET, NINTH REQUEST, IN THE AMOUNT OF $2,014,284 (AB2018-209)

4. RECEIPT OF APPLICATION FOR THE WHATCOM COUNTY LUMMI ISLAND FERRY ADVISORY COMMITTEE, APPLICANT: NANCY GING (COMMITTEE PROVIDES REVIEW AND RECOMMENDATIONS TO THE WHATCOM COUNTY COUNCIL AND EXECUTIVE ON ISSUES THAT AFFECT THE ONGOING OPERATIONS AND INFRASTRUCTURE OF FERRY SERVICE TO LUMMI ISLAND) (APPLICATION DEADLINE FOR ANY OTHER APPLICANTS IS 10 A.M. JULY 17, 2018) (AB2018-210)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Committee chairs reported on committee discussions.

Councilmembers gave updates on recent activities and upcoming events.

Councilmembers discussed the option of scheduling a special meeting next week; proposed 2019-2020 Council Office budget items, including senior services; and the process for approving the expenditure of funds designated for the Criminal Justice and Public Safety Committee.

Brenner moved to include $50,000 for the Firewise program.

The motion was seconded.

The motion carried by the following vote:

Ayes: Brenner, Browne, Buchanan, Donovan, and Sidhu (5)
Nays: Byrd (1)
Absent: Ballew (1)

Brenner moved to include $40,000 for the cost to purchase and install a new video screen on the east side of the room where the old screen was located.

The motion was seconded.

The motion failed by the following vote:

Ayes: Brenner and Browne (2)
Nays: Byrd, Buchanan, Donovan, and Sidhu (4)
Absent: Ballew (1)

Buchanan moved to include $80,000 for the Criminal Justice and Public Safety Committee.

The motion was seconded.
The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Donovan, and Sidhu (5)

**Nays:** Byrd (1)

**Absent:** Ballew (1)

Sidhu moved to include $20,000 for senior citizen services in the north- and mid-areas of the county.

The motion was seconded.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Byrd, Buchanan, Donovan, and Sidhu (6)

**Nays:** None (0)

**Absent:** Ballew (1)

Browne moved to include $20,000 for homeless lockers.

The motion was seconded.

Tyler Schroeder, Executive’s Office, answered questions on the biennial budget and purchasing schedules and timelines.

The motion carried by the following vote:

**Ayes:** Brenner, Browne, Buchanan, Donovan, and Sidhu (5)

**Nays:** Byrd (1)

**Absent:** Ballew (1)

Browne moved to include $45,000 for homeless youth to get identification documents.

The motion was seconded.

Buchanan suggested a friendly amendment to increase the amount to $50,000.

Browne accepted the friendly amendment.

Councilmembers continued to discuss the upcoming biennial budget and possible additional services requests (ASRs).

The motion carried by the following vote:

**Ayes:** Browne, Buchanan, Byrd, Donovan, and Sidhu (5)

**Nays:** None (0)

**Abstains:** Brenner (1)

**Absent:** Ballew (1)

ADJOURN

The meeting adjourned at 9:50 p.m.
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herein is subject to change upon further review and approval by the Whatcom
County Council.

The County Council approved these minutes on ______, 2018.

ATTEST:      WHATCOM COUNTY COUNCIL
              WHATCOM COUNTY, WASHINGTON

______________________________  ___________________________
Dana Brown-Davis, Council Clerk   Rud Browne, Council Chair

______________________________
Jill Nixon, Minutes Transcription
Whatcom County Council

Board of Health & Public Health Advisory Board Joint Meeting

July 17, 2018

CALL TO ORDER

Council Member Barry Buchanan called the meeting to order at 1:00 p.m. in the County Courthouse Fifth Floor Conference Room 514, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL


Absent: Tim Ballew, Tyler Byrd, Barbara Juarez, Les Seelye, and Ray Wolpow

AGENDA ITEM 1: WELCOME, INTENDED OUTCOMES FOR TODAY, INTRODUCTIONS, GUIDELINES FOR PARTICIPATION

Buchanan welcomed everyone.

Lucy Cecka described key outcomes for the day.

Regina Delahunt, Health Department Director, gave a staff report on the details of the key outcomes and agenda items.

Holly O’Neil, Crossroads Consulting, introduced herself as the meeting’s facilitator and described the process for today’s meeting.

Meeting participants introduced themselves and their public health topic of interest.

AGENDA ITEM 2: OVERVIEW OF THE COMMUNITY HEALTH IMPROVEMENT (CHI) PLANNING PROCESS, DISCUSSION OF COMMUNITY HEALTH ASSESSMENT (CHA), LOOKING AHEAD (TO) DEVELOPING THE COMMUNITY HEALTH IMPROVEMENT PLAN AND HOW THE PUBLIC HEALTH ADVISORY BOARD (PHAB) AND HEALTH BOARD WILL BE ENGAGED IN THAT PROCESS

Erika Neurenberg, Health Department, gave a staff report on the community health assessment, including the update process, purpose of the assessment report, methodology for selecting indicators, equality versus equity, health determinants, physical environment, health behaviors, healthcare indicators, forces of change, qualitative versus quantitative, and the variety of data sample sizes and availability of data.
The meeting participants and Health Board staff divided into small discussion groups
to discuss one of the key determinants of health. Each group then reported on their
discussions:

- Healthcare: more coverage doesn’t equate to access. They need indicators
  that give accurate information on access for different groups.
- Demographics, quality of life, health outcomes: They need more analysis on
  the data they have to identify discrepancies. The community is becoming
  more diverse, and the population is getting older. Healthcare access doesn’t
  equate to healthcare quality. There is a significant racial disparity in life
  expectancy. There is also a significant gender disparity in depression.
- Physical environment: Local versus state demographics. Certain areas don’t
  have appropriate parks and other positive physical environments. The PHAB
  and Board can better-address traffic safety. They must include Lummi Nation
  and Nooksack Tribe data in the statistics. Overuse of sanitizing products
  inhibits natural resistance against certain germs. People should donate
  money instead of non-nutritious canned food during food drives.
- Social and Economic Factors: The gap in graduation rates and homeless
  youth. They need more granular data to get a better sense of what’s
  happening in the community. There may be concerns about potential
  deportation of undocumented residents resulting from an attempt at
  healthcare access.
- Health Behaviors: Drug and alcohol use rates are down. Adult obesity rates
  are up. Discuss how to use the successful elements of the national campaign
  against tobacco to address other health behaviors. They must find out about
  Skagit County’s success with their syringe program.

Neurenberg continued the staff report on next steps.

(Clerk’s Note: The Board and PHAB took a break at 2:32 p.m. to 2:40 p.m.)

AGENDA ITEM 3: REVIEW ROLE & RESPONSIBILITIES OF PHAB, THE HEALTH
BOARD, AND THE HEALTH DEPARTMENT

The meeting participants and Health Board staff divided into small discussion groups
to discuss how to strengthen linkages to advance community health priorities. Each group
then reported on their discussions, which included:

- Finding mutual and common interests
- Ensuring good communication among the groups
- Include the Public Health Advisory Board in community forums and hearings
- Distribute the Roles and Responsibilities matrix to each new member of the
  PHAB and Board of Health
- More frequent reports at the Council’s Public Health and Safety Committee
- More frequent informal discussions among staff and the members of the PHAB
  and Board of Health
- Increasing the Health Board members’ awareness of their role as members of
  the Board of Health
- Whether the current local public health structure and PHAB structure is
effective
AGENDA ITEM 4: THE EVOLVING ROLE OF PUBLIC HEALTH AS A “HEALTH STRATEGIST”

Delahunt gave a staff report on the evolving role of the Health Department. Board members and staff discussed:

- Staying flexible to respond to community needs
- Transition of services to private providers
- Early childhood development
- Reducing barriers to access, such as for undocumented workers and preexisting conditions

AGENDA ITEM 5: THE SIGNIFICANCE OF POLICY WORK IN THE EVOLVING ROLE OF PUBLIC HEALTH, AND HOW WE WILL WORK TOGETHER TO DEVELOP A POLICY AGENDA FOR WHATCOM COUNTY

Buchanan reported on the PHAB policy priorities, which are early childhood development, affordable housing and homelessness, substance abuse and addition, criminal justice and incarceration, food access and food systems, and public health system and services.

Lucy Cecka and Buchanan continued the staff report on the PHAB policy priorities, including model programs in other jurisdictions; efforts to combat homelessness; and an upcoming recommendation from PHAB on how to plan around food systems.

Meeting participants discussed the housing levy and other revenue sources; Council approval of the expansion of the East Whatcom Regional Resource Center, which will be used to expand the food bank in the area; economic development in the east county area; senior services; replacing a food bank distribution system with a monetary food card system; and how to prioritize all the strategies.

WRAP-UP AND EVALUATION

O’Neil summarized the day’s discussions. Meeting participants provided closing comments.

PUBLIC COMMENT

There were no public comments.

ADJOURN

The meeting adjourned at 4:17 p.m.

The Council approved these minutes on ________________, 2018.
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ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk
Rud Browne, Council Chair

Jill Nixon, Minutes Transcription
CALL TO ORDER

Council Vice-Chair Todd Donovan called the meeting to order at 1:00 p.m. in the Council Conference Room, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL

Present:  Tim Ballew, Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd,  Todd Donovan, and Satpal Sidhu

Absent:  None

COMMITTEE DISCUSSION

1. DISCUSSION WITH SENIOR DEPUTY PROSECUTOR CHRISTOPHER QUINN AND PUBLIC WORKS STAFF REGARDING PROPOSED SWIFT CREEK CONSENT DECREE WITH THE DEPARTMENT OF ECOLOGY (AB2018-018)

   Attorneys Present: Christopher Quinn and Dan Gibson

   Donovan stated that discussion of agenda item one may take place in executive session pursuant to RCW 42.20.110(1)(i)(ii) and (iii). Executive session will conclude no later than 1:30 p.m. If the meeting extends beyond the stated conclusion time, he will step out of the meeting to make a public announcement.

   Buchanan moved to go into executive session until no later than 1:30 p.m. to discuss the agenda items pursuant to RCW citations as announced by the Council Chair. The motion was seconded.

   The motion carried by the following vote:

      Ayes:  Ballew, Brenner, Buchanan, Byrd, and Donovan (5)
      Nays:  None (0)
      Absent:  Sidhu and Browne (both out of the room) (2)

OTHER BUSINESS

ADJOURN

The meeting adjourned at 1:29 p.m.

The Council approved these minutes on ______ 2018.

ATTEST:  WHATCOM COUNTY COUNCIL
          WHATCOM COUNTY, WASHINGTON
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Dana Brown-Davis, Council Clerk                        Todd Donovan, Council Vice-Chair

Jill Nixon, Minutes Transcription
CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 2:18 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL


Absent: None.

COMMITTEE DISCUSSION AND RECOMMENDATIONS TO COUNCIL

1. RESOLUTION ESTABLISHING A LEVEL OF SERVICE FOR THE LUMMI ISLAND FERRY SYSTEM (AB2018-173A)

Jon Hutchings, Public Works Department Director, gave a staff report on the history of the Lummi Island Ferry Advisory Committee (LIFAC) and ferry services in Whatcom County.

Nancy Ging, Lummi Island Ferry Advisory Committee Member, submitted and read from a presentation (on file) on the public process used to develop the Lummi Island Ferry Service Level of Service Action Plan. She introduced present and past LIFAC members and answered questions.

Councilmembers and Ging discussed concerns regarding relocating the ferry service, and whether it would require property condemnation.

Donovan moved to recommend approval to the full Council.

The motion was seconded.

The following people answered questions:

- Cassandra Schoenmakers, KPFF Consulting Engineers
- Mike Anderson, KPFF Consulting Engineers

Councilmembers, staff, and advisory committee members discussed the reasons for and against recommending a larger vessel and operating costs over time.

David Kershner spoke about overestimating the future demand of the ferry. He answered questions on whether lower ridership and less demand would result in savings.

The motion carried by the following vote:
COMMITTEE DISCUSSION

1. DISCUSSION OF PRELIMINARY DRAFT COMPREHENSIVE PLAN AND ZONING AMENDMENTS – CHERRY POINT (AB2018-076D)

Matt Aamot, Planning and Development Services Department, gave a staff report on recent amendments and the timeline for adoption.

Karen Frakes, Prosecutor’s Office, answered questions.

Councilmembers and staff discussed whether the Council intends to allow new or expanded storage facilities for crude oil that will be refined onsite as a permitted or conditional use in the heavy industrial impact (HII) zone; meeting with the industry; whether or not to require insurance for type 3 permits for conditional uses and/or type 4 permits, which require County Council approval; greenhouse gas analysis alternatives; and requiring all state and federal permit approvals prior to County major project permit application, approval, or prior to building permits.

The committee concurred to require insurance for type 4 permits that require County Council approval.

Buchanan moved to amend to approve alternative one on packet page 204, to add language to WCC 16.08, "121 Preparation of EIS – Greenhouse gas analysis. If a draft EIS and final EIS or draft and final SEIS is required for new or expanded transportation, storage, or distribution facilities for crude oil, liquefied petroleum gas, or natural gas, the EIS or SEIS shall include a greenhouse gas analysis."

The motion was seconded. The motion to amend carried by the following vote:

Ayes: Ballew, Buchanan, Donovan, and Sidhu (4)
Nays: Brenner and Byrd (2)
Absent: Browne (1)

Brenner moved to leave the code as it is now regarding requirements about having state and federal permits.

The motion was seconded.

Buchanan moved to hold Councilmember Brenner’s motion in Committee until they get more information from Cascadia Law.

The motion to hold the motion in Committee was seconded.
The motion to hold the motion in Committee carried by the following vote:

**Ayes:** Ballew, Buchanan, Donovan, and Sidhu (4)

**Nays:** Brenner and Byrd (2)

**Absent:** Browne (1)

**OTHER BUSINESS**

There was no other business.

**ADJOURN**

The meeting adjourned at 3:58 p.m.

The Council approved these minutes on ______________, 2018.

**ATTEST:**

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ______________________________
Dana Brown-Davis, Council Clerk   Rud Browne, Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Regular County Council Meeting

July 24, 2018

CALL TO ORDER

Council Vice-Chair Todd Donovan called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL


Absent:  None.

FLAG SALUTE

ANNOUNCEMENTS

PUBLIC HEARINGS

(Clerk’s Note: Public comment applies to both items listed below)

1. ORDINANCE ADOPTING INTERIM ZONING REGULATIONS FOR SITING, ESTABLISHMENT, AND OPERATION OF TEMPORARY HOMELESS FACILITIES (AB2018-182A)

2. ORDINANCE (EMERGENCY) (ORD. 2018-039) ADOPTING EMERGENCY ZONING REGULATIONS FOR THE SITING, ESTABLISHMENT, AND OPERATION OF TEMPORARY TENT ENCAMPMENTS (AB2018-182) (procedural hearing – ordinance was adopted June 19, 2018)

Donovan opened the public hearings, and the following people spoke:

Jim Peterson, HomesNOW, stated he supports both ordinances.

Doug Gustafson, HomesNOW, submitted handouts (on file) and stated he supports both ordinances for tiny homes and temporary tent encampments.

Mike Kaufman stated he supports the ordinances. The two candidates for County Prosecutor have indicated they plan to lower the number of people incarcerated in the County jail, which will have an impact.

Charlie Stores stated he supports both ordinances.

Everett Barton stated adoption of the ordinances will allow them to lobby for policy changes at the State level. He supports the HomesNOW and tiny homes projects.
Kathy Leathers stated she supports the HomesNOW projects.

Lorena Havens stated she supports both ordinances. It’s necessary to restore hope.

Karen Edland stated she supports the proposed ordinances.

Alex McLean stated he supports the HomesNOW project.

Galen Herz stated he supports the HomesNOW project.

Lynette Allen stated she supports the HomesNOW project.

Hill Cummings stated he supports the ordinances. Projects promote a sense of community.

Lynne Lohr stated she supports helping her neighbors in the community.

Hillary Cole stated she supports the HomesNOW project.

Amy Glasser stated she supports the HomesNOW tiny homes project and tent encampment project, preferably at the Northwest Road site.

Misty O’Loughlin stated she supports the HomeNOW project.

Bea Acland stated she supports the HomesNOW project.

Carmen Gilmore stated she supports the HomesNOW project at the Northwest Road site.

Jason Mansfield submitted a handout (on file) and stated she supports the HomesNOW project.

Marcus D. Stidham stated he supports the HomeNOW project at the Northwest Road location.

Aaron Thomas described the experiences of the Lummi Nation in finding housing for their homeless tribal members.

Krista Rome stated this area of the country is an economic and climate refuge for the rest of the country and, as such, it will continue to grow. She supports community building and the organizations working on these issues.

Joy Gilfilen, Restorative Community Coalition, stated she supports the HomesNOW project.

Dana Briggs stated he supports the ordinances and the HomesNOW project. The small cities in the county also need to address homeless issues.

Irene Morgan stated she supports HomesNOW.
Victoria Savage stated she supports homeless services and that being homeless is a traumatizing circumstance.

Hearing no one else, Donovan closed the public hearings.

The following staff answered questions:
- Mark Personius, Planning and Development Services Department Director, gave a staff report.
- Jack Louws, County Executive

Councilmembers and staff discussed site considerations, work plans, and the application procedure.

**Buchanan moved** to adopt the interim zoning regulations ordinance.

The motion was seconded.

The motion carried by the following vote:
**Ayes:** Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
**Nays:** None (0)

2. **ORDINANCE (EMERGENCY) (ORD. 2018-039) ADOPTING EMERGENCY ZONING REGULATIONS FOR THE SITING, ESTABLISHMENT, AND OPERATION OF TEMPORARY TENT ENCAMPMENTS (AB2018-182) (procedural hearing – ordinance was adopted June 19, 2018)**

Donovan opened the public hearing and stated the comments from the previous public hearing apply to this public hearing. Hearing no one else, he closed the public hearing.

**OPEN SESSION**

The following people spoke in favor of the resolution establishing a Level of Service for the Lummi Island Ferry System (AB2018-173A):
- Stuart Rich submitted a handout *(on file)*
- Beth Louis
- Bill Lee
- Chris Colburn, LIFAC Member

The following people spoke against the ordinance imposing an interim moratorium on the acceptance and processing of applications and permits for new or expanded facilities in the Cherry Point urban growth area, the primary purpose of which would be the shipment of unrefined fossil fuels not to be processed at Cherry Point (AB2018-077B):
- Adam Lambert
- Stacy Martin
- Mike Lewellen
- Dave Brumbaugh
- Daniel Bosselman
- Chet Dow stated rescind County Council Resolution 2018-015
The following people spoke about other issues:

- Joy Gilfilen spoke about a proposed new mental health hospital and in support of the ordinance imposing an interim moratorium regarding the shipment of unrefined fossil fuels not to be processed at Cherry Point (AB2018-077B)
- Eddy Ury, ReSources for Sustainable Communities, stated he supports the ordinance imposing an interim moratorium regarding the shipment of unrefined fossil fuels not to be processed at Cherry Point (AB2018-077B)
- Mike Kaufman stated he supports the comments from Eddy Ury with ReSources and he supports the ordinance imposing an interim moratorium regarding the shipment of unrefined fossil fuels not to be processed at Cherry Point (AB2018-077B)
- Krista Rome stated that she would like fireworks to be banned entirely in Whatcom County, starting with the Lake Whatcom watershed
- Carley Storms stated she supports the ordinance imposing an interim moratorium regarding the shipment of unrefined fossil fuels not to be processed at Cherry Point (AB2018-077B)

CONSENT AGENDA

Sidhu reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items one through three.

The motion carried by the following vote:

Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

1. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND WASHINGTON STATE DEPARTMENT OF CHILDREN, YOUTH AND FAMILIES TO PROVIDE HIGH QUALITY HOME VISITING SERVICES TO HIGH RISK FAMILIES USING THE NURSE FAMILY PARTNERSHIP PROGRAM MODEL FOR THE PURPOSES OF IMPROVING OUTCOMES FOR PARTICIPANTS AND STRENGTHENING COORDINATION OF SERVICES, IN THE AMOUNT OF $348,075.58, FOR A TOTAL AMENDED CONTRACT AMOUNT OF $683,601.39 (AB2018-218)

2. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO AWARD BID #18-25 TO ALL BIDDERS FOR RENTAL RATES FOR MAINTENANCE AND CONSTRUCTION EQUIPMENT WITHOUT OPERATORS, NOT TO EXCEED $100,000 FOR EACH VENDOR (AB2018-219)

3. REQUEST APPROVAL FOR THE COUNTY EXECUTIVE TO ENTER INTO A SOLE SOURCE CONTRACT RENEWAL BETWEEN WHATCOM COUNTY AND WEST PUBLISHING CORPORATION FOR ONLINE RESEARCH TOOLS FOR THE PROSECUTOR'S OFFICE, IN THE AMOUNT OF $96,996 FOR A TWO-YEAR TERM (AB2018-220)
1. Resolution Declaring County Council Support for the 2018 Whatcom County Agricultural Strategic Plan (AB2018-217)

Donovan reported for the Natural Resources Committee and moved to approve the resolution.

Byrd moved to hold in Council until the next meeting to get more information.

The motion to hold in Council was seconded.

The motion to hold in Council carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

2. Ordinance Establishing the Swift Creek Sediment Management Fund and Establishing a Budget for the Swift Creek Sediment Management Fund (AB2018-208)

Sidhu reported for the Finance and Administrative Services Committee and moved to adopt the ordinance.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

3. Ordinance Amending the Whatcom County Budget, Ninth Request, in the Amount of $2,014,284 (AB2018-209)

Sidhu reported for the Finance and Administrative Services Committee and moved to adopt the substitute ordinance.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

4. Resolution Establishing a Level of Service for the Lummi Island Ferry System (AB2018-173A)

Donovan reported for the Special Committee of the Whole.

Browne moved to approve the resolution.

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)
COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. APPOINTMENT TO THE LUMMI ISLAND FERRY ADVISORY COMMITTEE, APPLICANT: NANCY GING (AB2018-210)

Brenner moved to appoint Nancy Ging.

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

EXECUTIVE APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. REQUEST CONFIRMATION OF THE EXECUTIVE’S APPOINTMENT OF KATHLEEN O’CONNOR TO THE NORTHWEST SENIOR SERVICES BOARD (AB2018-221)

Buchanan moved to confirm the appointment.

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

INTRODUCTION ITEMS

Brenner moved to withdraw item two from the Introduction Items.

The motion was seconded.

Councilmembers discussed the impact to businesses at Cherry Point.

The motion failed by the following vote:
Ayes: Brenner and Byrd (2)
Nays: Ballew, Browne, Buchanan, Donovan, and Sidhu (5)

Browne moved to accept the Introduction Items.

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Browne, Buchanan, Donovan, and Sidhu (5)
Nays: Brenner and Byrd (2)
1. RECEIPT OF APPLICATION FOR THE WHATCOM COUNTY WILDLIFE
   ADVISORY COMMITTEE, APPLICANT: ROBERT WADDELL (COMMITTEE
   ADVISES THE WHATCOM COUNTY PLANNING AND DEVELOPMENT SERVICES
   DEPARTMENT STAFF AND THE WHATCOM COUNTY COUNCIL ON THE VALUE
   OF WILDLIFE AND HABITAT MANAGEMENT ISSUES AS THEY RELATE TO THE
   WHATCOM COUNTY COMPREHENSIVE PLAN) (APPLICATION DEADLINE FOR
   ANY OTHER APPLICANTS IS 10 A.M. JULY 31, 2018) (AB2018-214)

2. ORDINANCE IMPOSING AN INTERIM MORATORIUM ON THE ACCEPTANCE
   AND PROCESSING OF APPLICATIONS AND PERMITS FOR NEW OR
   EXPANDED FACILITIES IN THE CHERRY POINT URBAN GROWTH AREA, THE
   PRIMARY PURPOSE OF WHICH WOULD BE THE SHIPMENT OF UNREFINED
   FOSSIL FUELS NOT TO BE PROCESSED AT CHERRY POINT (AB2018-077B)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports and updates on recent activities and
upcoming events.

ADJOURN

The meeting adjourned at 8:53 p.m.

The County Council approved these minutes on ______, 2018.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ___________________________
Dana Brown-Davis, Council Clerk      Todd Donovan, Vice-Council Chair

______________________________
Jill Nixon, Minutes Transcription
WHATCOM COUNTY COUNCIL
Regular County Council Meeting

August 8, 2018

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 7:00 p.m. in the Council Chambers, 311 Grand Avenue, Bellingham, Washington.

ROLL CALL


Absent: Tim Ballew

FLAG SALUTE

ANNOUNCEMENTS

PUBLIC HEARINGS

1. ORDINANCE IMPOSING AN INTERIM MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS AND PERMITS FOR NEW OR EXPANDED FACILITIES IN THE CHERRY POINT URBAN GROWTH AREA, THE PRIMARY PURPOSE OF WHICH WOULD BE THE SHIPMENT OF UNREFINED FOSSIL FUELS NOT TO BE PROCESSED AT CHERRY POINT (AB2018-077B)

Browne opened the public hearing, and the following people spoke:

Holli Johnson, Western States Petroleum Association, submitted and read from a handout (on file) and stated she is opposed to the interim moratorium and proposed changes to the County Comprehensive Plan.

Lane McAvoy stated he works as a contractor for Phillips 66 and is opposed to the interim moratorium and increased regulation of businesses at Cherry Point.

Ken Phipps, Safeway Services, stated he works with local companies and is opposed to the interim moratorium.

Dena Jensen stated she supports the interim moratorium and providing additional protections to Cherry Point and wildlife habitat.

Rob McCloud stated he is opposed to the interim moratorium and supports the businesses at Cherry Point that provide family wage jobs in the community.

Sandy Robson stated she supports the interim moratorium to prevent fossil fuel interests and development at Cherry Point. Existing jobs aren’t in jeopardy.
Mike Culley stated he is opposed to the interim moratorium and supports the businesses and jobs at Cherry Point. No other refineries are as safe as the local refineries.

Paula Rotundi stated she supports the interim moratorium and preserving existing jobs that refine fossil fuels, but not expanding operations.

Joe Wilson, Peterson Brothers Vice-President, stated he is opposed to the interim moratorium and supports the use of fossil fuels, which saves lives.

Hamilton Dutcher stated he supports the interim moratorium. Require corporations to have accident insurance.

David Kershner stated he supports the interim moratorium to protect the health, safety, and environment of the community.

Alex McLean stated he supports the interim moratorium, which will extend the life of industry at Cherry Point. Think proactively to preserve the environment.

Ronald Colson stated he supports the interim moratorium and making oil and gas uses at Cherry Point conditional uses. Other types of employers would be better suited at Cherry Point.

Josh Summers, Phillis 66, stated he is opposed to the interim moratorium, which oversteps the current permitting process and is at odds with commerce laws. He supports jobs at Cherry Point and preserving investment opportunities from the corporation.

Dirk Vermeeren stated he supports the interim moratorium and preserving the current environment over non-local industries.

Tony Zemple stated he is opposed to the interim moratorium, which will harm his union members and their families.

Robert Earl stated he supports the interim moratorium and is opposed to shipping unrefined fossil fuels out of Cherry Point, given the risk of an oil spill.

Erin Strang stated the Council needs to correct the definition of “unrefined fossil fuels.” She is opposed to the interim moratorium and uncertainty in the permitting process.

Mike Sennett stated he supports the interim moratorium to protect habitat for species in the Salish Sea.

Clara Jean Carmean submitted and read from a handout (on file) and stated she supports the interim moratorium and protecting the aquatic reserve.

Hilary Cole stated she supports the interim moratorium to protect safety, health, and the environment.

Judith Akins submitted and read from a handout (on file) and stated she supports the interim moratorium. Focus on attracting businesses that will last long into the future.
Deirdre Morgan stated she supports the interim ordinance to prevent more loss of salmon and orcas and environmental benefits.

Nathaniel Maddux, International Association of Machinist and Aerospace Workers Local 2379, stated he is opposed to the interim moratorium and losing family wage jobs at Cherry Point.

Krista Rome stated she supports the interim moratorium to protect the community from public health and safety risk from unrefined fossil fuel export. Existing refineries should scale down operations in the future.

Kent Murray stated he is opposed to the interim moratorium to protect his job as a refinery contractor.

Eddy Ury, ReSources for Sustainable Communities, stated he supports the interim moratorium and described the County’s role in permitting projects and protecting the shoreline.

Stuart Pennington stated he is opposed to the interim moratorium. Propane and butane are refined products, and should not be included. Consider how much taxes are collected in Whatcom County from the businesses and their employees.

Chris Watrobka, Ironworkers Local 86, stated he is opposed to the interim moratorium and changes to the Comprehensive Plan regarding Cherry Point. Protect jobs.

Adam Bonham stated he is opposed to the interim moratorium and changes to the Comprehensive Plan regarding Cherry Point.

Mary Tully stated she supports the interim moratorium. It will allow current activities at Cherry Point without increased risk from operations.

Brian Ferguson stated he is opposed to the interim moratorium. The refineries in Washington State are the cleanest and safest in the country. Protect the companies.

Tim Johnson, Phillips 66, stated he is opposed to the interim moratorium, which prevents the businesses from being competitive and jeopardizes long-term viability.

Paul Galovin stated he is opposed to the interim moratorium. The current regulations are enough. The businesses pay a lot of taxes that take care of the community.

Natasha Ruming stated she supports the interim moratorium. Current and future growth industries don’t include the types of industries that exist at Cherry Point. The environment has impacts on public health.

Tony Larson, Whatcom Business Alliance, stated he is opposed to the interim moratorium because they need to attract jobs with high wages to combat the high cost of housing in the community. Consider how to attract jobs to the community.

Brooks Anderson stated she supports the interim moratorium. Other types of industries could locate at Cherry Point. The moratorium doesn’t take away current jobs.
Andronetta Douglass submitted a handout (on file) and stated she is opposed to the interim moratorium. She described an Oregon Supreme Court decision that allows restrictions and regulations.

Hannah Holt, Laborers Local 292 Member, stated she is opposed to the interim moratorium and described her work as an apprentice. Vibrant Cherry Point companies are necessary for the economic health of Whatcom County.

Bill Holt, Laborers Local 292 Member, stated he is opposed to the interim moratorium. Cherry Point companies are important to the economic health of the community. There is a strong culture of safety at Cherry Point refineries.

Michael Roach, Laborers Local 292 Member, stated he is opposed to the interim moratorium and changes to the Comprehensive Plan.

Michael Petrish, Carpenters local union in Mt. Vernon, stated he is opposed to the interim moratorium and supports the refinery industries. Protect local families and industries.

Jack McBrude submitted and read from a handout (on file) and stated he supports the interim moratorium and is opposed to increased expansion and exports.

Tristan Cassidy, Laborer’s Union 292 Member, stated he is opposed to the interim moratorium because the refineries contribute living wage jobs and taxes to the community.

Chris Colon stated he is opposed to the interim moratorium because of uncertainty created in the industry and significant losses of local taxes and contributions to nonprofits. They have the opportunity to use the skilled labor to transition to other types of resources in the future.

Trevor Smith, Laborers Local 292 Member, stated he is opposed to the interim moratorium because they need living wage jobs and because the local refineries are the cleanest and safest anywhere.

Mike Llewellyn, Laborers Local 292 Member, stated he is opposed to the interim moratorium. The industry, Whatcom County, and the Lummi Nation all need to work together to solve issues and keep people working.

Lynn Billington stated she supports the interim moratorium to protect against oil spills and damage against tar sands oil.

Mark Peterson stated he supports the interim moratorium. Consider long-term goals. Business growth isn’t essential to survival.

Scott Wylie stated he supports the interim moratorium. Protect the natural beauty of the area.

Mike Kaufman stated he supports the interim moratorium and protecting the land for the Lummi Nation.
Rick Eggerth stated he supports the interim moratorium. He described his experience as a lawyer for oil companies. The oil industry pollutes. Figure out how to protect the environment from pollution.

Robert Kinney stated he is against the interim moratorium and supports living wage jobs. The Cherry Point refinery is safe and clean.

Pam Brady, BP Cherry Point Refinery, stated she is against the interim moratorium because it harms the company’s ability to compete on a global scale. They need regulatory certainty, and have been harmed by the moratorium.

Althea Wilson, Lummi Tribe Member, described the history of the area. She supports the interim moratorium. The current jobs at Cherry Point aren’t in jeopardy. Salmon is disappearing.

Natalie Chavez stated she supports the interim moratorium to give County staff more time to develop a permanent ordinance. It is the culturally and environmentally responsible thing to do.

Wylie Warner, IBW 191 Member, stated he is against the interim moratorium and supports protecting the industries from regulations and from leaving the community.

Hearing no one else, Browne closed the public hearing.

**Donovan moved** to adopt the ordinance.

The motion was seconded.

**Byrd moved** to amend to remove propane, butane, and natural gas from the definition of unrefined fossil fuels.

The motion to amend was seconded.

The motion to amend failed by the following vote:

**Ayes:** Brenner and Byrd (2)

**Nays:** Browne, Buchanan, Donovan, and Sidhu (4)

**Absent:** Ballew (1)

Councilmembers discussed the causes of declining salmon populations, which include acidic rain; protecting refining operations from moving to Asia; the limits of the regulations in the ordinance; how industries mitigate against catastrophic damage or plan for infrastructure; acknowledge state and federal treaty rights; making the industries commit to not exporting crude oil; requiring oil industries, not government jurisdictions, to pay for catastrophic oil spills; the fishing industry; no impacts to current refining operations; the export of refinery jobs along with the export of crude oil; working together to find solutions; the human impact of pollution; and existing regulations on the industry.

The motion carried by the following vote:

**Ayes:** Browne, Buchanan, Donovan, and Sidhu (4)
OPEN SESSION

The following person spoke:
   • Carol Perry spoke about jail issues.

CONSENT AGENDA

Sidhu reported for the Finance and Administrative Services Committee and moved to approve Consent Agenda items one through six.

The motion carried by the following vote:
   Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
   Nays: None (0)
   Absent: Ballew (1)

1. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND FERNDALE SCHOOL DISTRICT TO PROVIDE BEHAVIORAL HEALTH SERVICES WITHIN THE FERNDALE SCHOOL DISTRICT, IN THE AMOUNT OF $120,000, FOR A TOTAL AMENDED CONTRACT AMOUNT OF $420,000 (AB2018-226)

2. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND NOOKSACK VALLEY SCHOOL DISTRICT TO PROVIDE BEHAVIORAL HEALTH SERVICES WITHIN THE NOOKSACK VALLEY SCHOOL DISTRICT, IN THE AMOUNT OF $120,000, FOR A TOTAL AMENDED CONTRACT AMOUNT OF $420,000 (AB2018-227)

3. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND BLAINE SCHOOL DISTRICT TO PROVIDE BEHAVIORAL HEALTH SERVICES WITHIN THE BLAINE SCHOOL DISTRICT, IN THE AMOUNT OF $131,400, FOR A TOTAL AMENDED CONTRACT AMOUNT OF $424,800 (AB2018-228)

4. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND LYNDEN SCHOOL DISTRICT TO PROVIDE BEHAVIORAL HEALTH SERVICES WITHIN THE LYNDEN SCHOOL DISTRICT, IN THE AMOUNT OF $111,000, FOR A TOTAL AMENDED CONTRACT AMOUNT OF $388,500 (AB2018-229)

5. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION TO PROVIDE FUNDING TO SUPPORT EVIDENCE-
DISCLAIMER: This document is a draft and is provided as a courtesy. This document is not to be considered as the final minutes. All information contained herein is subject to change upon further review and approval by the Whatcom County Council.

6. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND WAVE BUSINESS SOLUTIONS, LLC FOR A SIX YEAR LEASE FOR FIBER OPTIC CONNECTIVITY FROM THE COURTHOUSE TO THE FACILITIES MANAGEMENT BUILDING ON WILLIAMSON WAY, IN THE AMOUNT OF $66,520 (AB2018-231)

OTHER ITEMS

1. RESOLUTION DECLARING COUNTY COUNCIL SUPPORT FOR THE 2018 WHATCOM COUNTY AGRICULTURAL STRATEGIC PLAN (FROM JULY 24) (AB2018-217)

   Donovan reported for the Natural Resources Committee and moved to approve the resolution.

   The motion carried by the following vote:
   **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
   **Nays:** None (0)
   **Absent:** Ballew (1)

2. RESOLUTION AFFIRMING THE PURCHASE OF DEVELOPMENT RIGHTS (PDR) OVERSIGHT COMMITTEE RANKING AND AUTHORIZING WHATCOM COUNTY PDR ADMINISTRATOR AND WHATCOM COUNTY EXECUTIVE TO PROCEED WITH THE ACQUISITION OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE SIDHU APPLICATION (AB2018-223)

   Donovan reported for the Natural Resources Committee and moved to approve the resolution.

   The motion carried by the following vote:
   **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
   **Nays:** None (0)
   **Absent:** Ballew (1)

3. RESOLUTION UPDATING THE APPENDIX OF THE 2015 COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS) (AB2018-224)

   Sidhu reported for the Finance and Administrative Services Committee and moved to approve the resolution.

   The motion carried by the following vote:
   **Ayes:** Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
   **Nays:** None (0)
   **Absent:** Ballew (1)
4. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A
   CONTRACT BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT
   AND UNITED STATES GEOLOGICAL SURVEY TO FUND THE ONGOING
   OPERATION AND MAINTENANCE OF THE COUNTY’S SIX STREAM GAGES
   WITHIN THE NOOKSACK RIVER EARLY FLOOD WARNING SYSTEM, PLUS
   STREAM GAGES AT THE NOOKSACK RIVER EVERSON OVERFLOW AND JONES
   CREEK IN ACME, FOR EARLY FLOOD WARNING AND FLOOD RESPONSE, IN
   THE AMOUNT OF $116,937 (COUNCIL ACTING AS THE WHATCOM COUNTY
   FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS) (AB2018-225)

   Sidhu reported for the Finance and Administrative Services Committee and moved
   to approve the request.

   The motion carried by the following vote:
   Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
   Nays: None (0)
   Absent: Ballew (1)

COUNCIL APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

1. APPOINTMENT TO THE WHATCOM COUNTY WILDLIFE ADVISORY
   COMMITTEE (TECHNICAL EXPERTISE IN WILDLIFE AND HABITAT
   MANAGEMENT REPRESENTATIVE), TERM ENDING DECEMBER 31, 2022 -
   APPLICANT: ROBERT WADDELL (AB2018-214)

   Sidhu moved to appoint Robert Waddell by acclamation.

   The motion was seconded.

   Councilmembers discussed residency requirements.

   Brenner moved to hold in Council.

   The motion was seconded.

   The motion to hold in Council carried by the following vote:
   Ayes: Byrd, Brenner, Browne, Buchanan, and Sidhu (5)
   Nays: Donovan (1)
   Absent: Ballew (1)

INTRODUCTION ITEMS

   Buchanan moved to accept the Introduction Items.

   The motion was seconded.

   The motion carried by the following vote:
Ayes: Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (6)
Nays: None (0)
Absent: Ballew (1)

1. ORDINANCE ADOPTING AMENDMENTS TO THE PURCHASE OF DEVELOPMENT RIGHTS PROGRAM (AB2018-235)

2. ORDINANCE AMENDING THE WHATCOM COUNTY BUDGET, TENTH REQUEST, IN THE AMOUNT OF $485,339 (AB2018-236)

3. ORDINANCE AMENDMENT NO. 2 TO ORDINANCE NO. 2014-078 ESTABLISHING THE 2015 LIGHTHOUSE MARINE PARK IMPROVEMENT FUND AND ESTABLISHING A PROJECT BASED BUDGET FOR LIGHTHOUSE MARINE PARK IMPROVEMENTS (AB2018-237)


COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Committee Chairs reported on committee discussions.

Councilmembers gave updates on recent activities and upcoming events.

ADJOURN

The meeting adjourned at 10:20 p.m.

The County Council approved these minutes on ______, 2018.

ATTEST: WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

______________________________  ___________________________
Dana Brown-Davis, Council Clerk   Rud Browne, Council Chair
WHATCOM COUNTY COUNCIL AGENDA BILL

CLEARANCES

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TITLE OF DOCUMENT:
Appointment to fill vacancy on the Wildlife Advisory Committee - Robert Waddell

ATTACHMENTS:
Application

SEPA review required?  ( ) Yes ( ) 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.)

1 Vacancy: Representing technical expertise in wildlife and habitat management or current or past professional experience such as, but not limited to, at least one of the following: wetlands manager, wildlife biologist, population biologist, natural resources manager, watershed scientist, conservation specialist, forestry protection, and tribal representative. Term ending 12/31/2022. Applicant: Robert Waddell.
The committee will advise the Whatcom County Planning and Development Services Department staff and the Whatcom County Council on the value of wildlife and habitat management issues as they relate to the Whatcom County Comprehensive Plan, with the goal of integrating wildlife management and protection into the community planning process.

COMMITTEE ACTION:
7/24/2018: Introduced 5-2, Brenner and Byrd opposed

COUNCIL ACTION:
8/8/2018: Held in Council

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.
NaDean Hanson

From: Council
Sent: Thursday, August 09, 2018 10:32 AM
To: Barbara Brenner; Barry Buchanan; Rud Browne; Satpal Sidhu; Timothy Ballew; Todd Donovan; Tyler Byrd
Cc: Dana Brown-Davis; Jill Nixon; Kristi Felbinger; Marina Engels; NaDean Hanson
Subject: FW: Follow up on Robert Waddell application to Wildlife Advisory Committee

From: Chris Elder
Sent: Thursday, August 09, 2018 10:29 AM
To: Council
Cc: NaDean Hanson; Robert Waddell (Robert.Waddell@dfw.wa.gov)
Subject: Follow up on Robert Waddell application to Wildlife Advisory Committee

Good Morning Councilors ~ I wanted to follow up with you on Robert Waddell’s application to the Wildlife Advisory Committee and clarify that Robert does live in Bellingham and is registered to vote in Whatcom County. The mailing address he listed on his application is for the location of the Washington State Department of Fish and Wildlife field office and he has applied to the committee as a representative of the WDFW. I hope this clears up any concerns about his eligibility. We are excited and supportive of having Robert officially join the committee. Thank you, Chris Elder
Board and Commission Application

**Step 1**

Application for Appointment to Whatcom County Boards and Commissions

**Public Statement**

*THIS IS A PUBLIC DOCUMENT.* As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

<table>
<thead>
<tr>
<th>First Name</th>
<th>Robert</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name</td>
<td>Waddell</td>
</tr>
<tr>
<td>Date</td>
<td>7/9/2018</td>
</tr>
<tr>
<td>Street Address</td>
<td>1508 F Street</td>
</tr>
<tr>
<td>City</td>
<td>Bellingham</td>
</tr>
<tr>
<td>Zip</td>
<td>98225</td>
</tr>
<tr>
<td>Do you live in &amp; are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>Do you have a different mailing address?</td>
<td>YES</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>PO Box 1100, La Conner, WA 98257</td>
</tr>
<tr>
<td>Primary Telephone</td>
<td>425-422-0537</td>
</tr>
<tr>
<td>Secondary Telephone</td>
<td><em>Field not completed.</em></td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:robert.waddell@dfw.wa.gov">robert.waddell@dfw.wa.gov</a></td>
</tr>
</tbody>
</table>
Step 2

1. Name of Board or Committee
Wildlife Advisory Committee

Wildlife Advisory Committee (WAC) Position:

2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
Yes

3. Which Council district do you live in?
District 2

4. Are you a US citizen?
Yes

5. Are you registered to vote in Whatcom County?
Yes

6. Have you declared candidacy (as defined by RCW 42.17A.055) for a paid elected office in any jurisdiction within the county?
No

7. Have you ever been a member of this Board/Commission?
No

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County?
No

You may attach a resume or detailed summary of experience, qualifications, & interest in response to the following questions

Field not completed.

9. Please describe your experience.
I am a District Wildlife Biologist for the Washington Department
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

Although I have worked for WDFW since January 2016, I am a new employee in this WDFW district and a new resident of Bellingham (I moved here in May 2018). I am very interested in serving on the committee as a Whatcom County resident and representative for WDFW. I am interested in helping advise the county on wildlife management, wildlife habitat enhancement/protection, etc.

References (please include daytime telephone number):

Fenner Yarborough, WDFW Wildlife Regional Program Manager (360) 466-4345

Signature of applicant: Robert Waddell

Place Signed / Submitted: La Conner, WA
### 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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<tr>
<td></td>
<td>Division Head:</td>
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<td>9/11/2018</td>
<td>Council</td>
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<tr>
<td></td>
<td>Dept. Head:</td>
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<td></td>
<td>Prosecutor:</td>
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<tr>
<td></td>
<td>Purchasing/Budget:</td>
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<tr>
<td></td>
<td>Executive:</td>
<td></td>
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</table>

**TITLE OF DOCUMENT:**
Appointment to the Surface Mining Advisory Committee

**ATTACHMENTS:**
Application

<table>
<thead>
<tr>
<th>SEPA review required?</th>
<th>( ) Yes</th>
<th>( ) NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEPA review completed?</td>
<td>( ) Yes</td>
<td>( ) NO</td>
</tr>
</tbody>
</table>

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

Applicant: Dustin Gleaves for the Surface Mining Advisory Committee

1 vacancy, Ecologist. Committee advises the Whatcom County Planning and Development Services Department and the Whatcom County Council on implementing a surface mining regulatory program consistent with the Comprehensive Plan. Committee has been inactive, but will reactive if needed.

**COMMITTEE ACTION:**

**COUNCIL ACTION:**

8/8/2018: Introduced 6-0, Ballew Absent

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

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

Step 1

Application for Appointment to Whatcom County Boards and Commissions

Public Statement
THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the information provided will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

First Name  DUSTIN
Last Name  GLEAVES
Date  7/20/2018
Street Address  3064 BAYVIEW DR
City  BELLINGHAM
Zip  98226
Do you live in & are you registered to vote in Whatcom County?  Yes
Do you have a different mailing address?  Field not completed.
Primary Telephone  12063909480
Secondary Telephone  Field not completed.
Email Address  dustingleaves@gmail.com

Step 2
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of Board or Committee</td>
<td>Surface Mining Advisory Committee</td>
</tr>
<tr>
<td>Surface Mining Advisory Committee (SMAC) Position:</td>
<td>Ecologist</td>
</tr>
<tr>
<td>2. Do you meet the residency, employment, and/or affiliation</td>
<td>Yes</td>
</tr>
<tr>
<td>requirements of the position for which you’re applying?</td>
<td></td>
</tr>
<tr>
<td>3. Which Council district do you live in?</td>
<td>District 5</td>
</tr>
<tr>
<td>4. Are you a US citizen?</td>
<td>Yes</td>
</tr>
<tr>
<td>5. Are you registered to vote in Whatcom County?</td>
<td>Yes</td>
</tr>
<tr>
<td>6. Have you declared candidacy (as defined by RCW 42.17A.055) for a</td>
<td>Yes</td>
</tr>
<tr>
<td>paid elected office in any jurisdiction within the county?</td>
<td></td>
</tr>
<tr>
<td>7. Have you ever been a member of this Board/Commission?</td>
<td>No</td>
</tr>
<tr>
<td>8. Do you or your spouse have a financial interest in or are you an</td>
<td>No</td>
</tr>
<tr>
<td>employee or officer of any business or agency that does business with</td>
<td></td>
</tr>
<tr>
<td>Whatcom County?</td>
<td></td>
</tr>
<tr>
<td>You may attach a resume or detailed summary of experience,</td>
<td>Gleave-CV.pdf</td>
</tr>
<tr>
<td>qualifications, &amp; interest in response to the following questions</td>
<td></td>
</tr>
<tr>
<td>9. Please describe your occupation (or former occupation if retired).</td>
<td>Occupation - Teaching Assistant of Environmental Studies, WWU. Commissioner, Whatcom Co. Fire Dist. 8. Qualifications and Education- M.A. Environmental Studies, B.S.</td>
</tr>
</tbody>
</table>
Qualifications, professional and/or community activities, and education:
Environmental Science. 2 years as teaching assistant at WWU for courses including physical geography, biogeography, GIS, climatology, and statistics.

10. Please describe why you’re interested in serving on this board or commission:
I seek to apply my ecology expertise to improve and serve my community.

References (please include daytime telephone number):
Dr. Aquila Flower Title: Professor Relationship: Professor, thesis advisor, and supervisor Known for 5 years Phone: (360) 650-6487 Email: aquila.flower@wwu.edu --- Dr. Andy Bach Title: Professor Relationship: Professor and supervisor Known for 5 years Phone: (360) 650-4774 Email: andy.bach@wwu.edu --- Dr. James Helfield Title: Professor Relationship: Professor and faculty advisor Known for 4 years Phone: (360) 650-7285 Email: james.helfield@wwu.edu --- Benjamin Hagedorn Title: Graduate Teaching Assistant Relationship: Junior coworker at WWU, previous field work assistant Known for 2 years Phone: (206) 617-3507 Email: hagedob2@wwu.edu --- Christopher Trinies Title: Graduate Teaching Assistant Relationship: Coworker in same laboratory at WWU Known for: 4 years Phone: (206) 660-3088 Email: ctrinies@gmail.com

Signature of applicant: Dustin Gleaves

Place Signed / Submitted: Bellingham, WA

Email not displaying correctly? View it in your browser.
Dustin A. Gleaves
Ecologist, GIS Analyst, and Environmental Scientist

gleaved@wwu.edu
(206) 390-9480

3064 Bayview Dr.
Bellingham, WA 98226

GIS portfolio at www.dustingleaves.wordpress.com/portfolio

Education

Western Washington University
Master of Arts - Environmental Studies, Geography. 2016 – 2018

Western Washington University
Bachelor of Science - Environmental Science, Terrestrial Ecology. 2013 - 2015

S. Seattle College
Associate's Degree, 2004 - 2006

Experience

Graduate Teaching Assistant at Western Washington University
September 2016 - Present
Instruct and administrate environmental studies coursework including GIS, statistical analysis, physical geography, demography, and climatology in a university setting for classes ranging from 30 to 120 students.

Commissioner, Whatcom County Fire District 8
November 2017 - Present
Elected office overseeing provision of fire prevention services, fire suppression, emergency medical services and the protection of life and property for Marietta neighborhood and Lummi Nation. Approves district's annual and monthly budget, advises planning, and provides public oversight of operations.

Sr. Training and Development Assistant at Intrepid Learning / The Boeing Company
April 2011 - September 2016
As a permanent contractor to The Boeing Company, instruct and administrate initial certification and annual re-certification of aerospace electricians, mechanics, and assembly personnel on-site at the Boeing factory in Everett, WA. Focuses included skills, environmental health and safety, and ethics training.

Materials and Quality Coordinator at Intrepid Learning / The Boeing Company
April 2010 - April 2011
Permanent contractor to The Boeing Company. Maintained and developed supply continuity for training and development functions for the Boeing Everett factory and greater Puget Sound region. Single point of contact for administrators and contractor representative to Learning, Training, & Development dept.

Teaching Experience

Western Washington University
-Introduction to GIS (2) -GIS lab (2) -Physical Geography (6)
-Human Geography -Climatology -Understanding Environmental Data
-Biogeography -Art & Science of Cheesemaking

Intrepid Learning / The Boeing Company
-Recertification of mechanical skills -Environmental Health and Safety -Ethics and Accountability
Research History

Graduate Research at Western Washington University
Aug 2016 to Present
Responsibilities: Personal research project on dendrochronology, silviculture, and habitat of Seaside Juniper (J. maritima) a rare endemic tree species. Performed GIS habitat modeling, dendrochronological analysis, and GPS site collection of sites throughout the Salish Sea.

Undergraduate Research at Western Washington University
Sep 2014 to Dec 2015
Responsibilities: Research project consisting of 80% unsupervised biology laboratory procedures. Performed lab research and field specimen collection of tree core samples for dendrochronological reconstructions of salmon population. Performed nitrogen isotope analysis procedures on samples of wood segments. The results of this project are published in the journal *Dendrochronologia*.

Publications

**Bunn et al., (2017).** A solvent-based extraction fails to remove mobile nitrogen from western redcedar (Thuja plicata). *Dendrochronologia, 44,* 19-21.

Grants

<table>
<thead>
<tr>
<th>Year</th>
<th>Institution</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>2016</td>
<td>WWU, Huxley College of the Environment</td>
<td>Huxley Small Grant.</td>
<td>$933</td>
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<tr>
<td>2017</td>
<td>WWU, Huxley College of the Environment</td>
<td>Dean’s Fund for Sustainability.</td>
<td>$500</td>
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<tr>
<td>2017</td>
<td>WWU, Huxley College of the Environment</td>
<td>Dean and Sandy Blinn Fund.</td>
<td>$500</td>
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<td>2017</td>
<td>WWU, Graduate school</td>
<td>Ross Travel Grant.</td>
<td>$350</td>
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<tr>
<td>2017</td>
<td>WWU, Huxley College of the Environment</td>
<td>Env. Studies Discretionary Fund.</td>
<td>$669</td>
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Awards


Conference and Seminar Presentations


**Gleaves, D. and Flower, A., 2018.** The Dendrochronology of Seaside Juniper: A recently discovered rare tree species endemic to the Salish Sea. *Association of Washington Geographers.* Bellingham, WA.

Committees

2017-present WWU, *Huxley College of the Environment,* Graduate program committee.

Skills

- SCUBA certified, PADI open water diver
- Fluent in American Sign Language
- Licensed Real Estate Broker, 2011-2013
### CLEARANCES

<table>
<thead>
<tr>
<th>Originator</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>Council</td>
<td>8/1/2018</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### TITLE OF DOCUMENT:

Appointment to fill vacancy on Business and Commerce Advisory Committee

### ATTACHMENTS:

application

### SEPA review required? ( ) Yes ( ) NO

### SEPA review completed? ( ) Yes ( ) NO

### SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

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

Applicant: Clark Campbell

1 Vacancy representing for-profit entity in Recreation – 2 year term

The committee will advise the Whatcom County Council on issues, including regulations and policies that could impact local businesses, industry, or economic development.

### 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: CLARK CAMPBELL  Date: 7/31/2018
Street Address: 1900 MADISON ST.
City: Bellingham WA  Zip Code: 98225
Mailing Address (if different from street address):
Day Telephone: 360-671-2227  Evening Telephone:  Cell Phone: 206-753-8308
E-mail address: clark_campbell@geaai0.com

1. Name of board or committee—please see reverse: County Business & Commerce Advisory Committee
   Recreation Business Secretary Advisor
   Please refer to vacancy list.

2. You must specify which position you are applying for.

3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you’re applying?
   (If applicable, please refer to vacancy list.) □ Yes ( ) No

4. Which Council district do you live in? □ One ( ) Two ( ) Three ( ) Four ( ) Five

5. Are you a US citizen? □ Yes ( ) No

6. Are you registered to vote in Whatcom County? □ Yes ( ) No

7. Have you ever been a member of this Board/Commission? □ Yes ( ) No
   If yes, dates: ____________________________

8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? □ Yes ( ) No
   If yes, please explain: ____________________________

9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? □ Yes ( ) No
   You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
    Current: President - GEA AIO INC.  □ Yes ( ) No
    Prior: VP Operations - Oudoor Research Inc.

11. Please describe why you’re interested in serving on this board or commission:

   Referred by Don Goldberg. Interesting opportunity to help advocate and shape Business Policy in Whatcom County.

References (please include daytime telephone number):
Tom Elsworth - Co-Exec Director Recreation Northwest - 360-739-8458  Joe Hoppis - Hoppis Real Estate LLC

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.

Prior Advisory Board Work:
- Outdoor Industry Association - WWU Outdoor Industry Org.
- Fair Labor Working Group - Served as Chair 2009 For a 2 Year Term
- Sustainability Working Group - Participant 1 Year
WHATCOM COUNTY COUNCIL AGENDA BILL

TITLE OF DOCUMENT: Authorizing the Sale of Whatcom County Surplus Property Pursuant to WCC 1.10

ATTACHMENTS: 1. Cover Memo
2. Resolution
3. Map of Site

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

Should Clerk schedule a hearing? ( X ) Yes ( ) NO
Requested Date: 9-25-18

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.)

Per RCW and Whatcom County Code, the Whatcom County Property Management Committee has recommended the sale of Whatcom County real property located on Deeter Road, tax parcel number 400415 338138 0000, as surplus property. The property is approximately 0.74 acres, and is to be sold by sealed bid with the minimum sale price of $5,000.00 (five thousand 00/100 dollars)

COMMITTEE ACTION:

COUNCIL ACTION:

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

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

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

Through: Jon Hutchings, Director

From: Andrew Hester, Real Estate Coordinator

Date: August 28, 2018

Re: Resolution Approving the Sale of Surplus Real Property

Enclosed is a resolution requesting the approval of the sale of surplus Whatcom County real 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 the sale of surplus Whatcom County real property.

Background and Purpose
Public Works received an application to purchase Whatcom County real property located on Deeter Road, tax parcel number 400415 338138 0000. The property was formally Township property that the County obtained when townships were formally dissolved. The property consists of two small rectangular tracts and is bisected by Deeter Road. It is approximately 0.74 acres. Public Works determined that the property was not needed for Public Works’ operations. The Property Management Committee (PMC) reviewed the application and determined that the property was useless and not needed by any other department. Per RCW and Whatcom County Code, the PMC has recommended the sale of the property. The property is to be sold by sealed bid with the minimum sale price of $5,000 (five thousand 00/100 dollars).

Funding Amount and Source
The successful bidder is responsible for paying all costs associated with the sale of property.

Please contact me at extension 6216 if you have any questions or concerns regarding this resolution.

Encl.
RESOLUTION NO. _________

AUTHORIZING THE SALE OF WHATCOM COUNTY SURPLUS PROPERTY
Pursuant to WCC 1.10

WHEREAS, RCW 36.34.005 authorizes counties to establish comprehensive procedures for the
management of county property, including the sale of surplus real estate where it is found to be in the best
interest of a county to sell same; and

WHEREAS, in Whatcom County Code (WCC), Chapter 1.10, Whatcom County has established
those procedures; and

WHEREAS, the Whatcom County Property Management Committee has recommended the sale of
Whatcom County real property located on Deeter Road, tax parcel number 400415 338138 0000, to the
highest bidder, by sealed bid, for not less than the amount as listed below, plus costs; and

WHEREAS, WCC 1.10.290 authorizes the Whatcom County Property Management Committee to
use the County Assessor’s value as the estimated market value if the value is $15,000 or less; and

WHEREAS, the assessed value of the property is $5,000 and has been determined by the
Whatcom County Property Management Committee to be the estimated market value for the property; and

WHEREAS, WCC 1.10.310 authorizes the Council, after receipt of estimated market values from
the Property Management Committee, to establish limitations and conditions upon sale of property, such as
the minimum price for said property and whether or not a contract will be allowed, or if it will be a cash
price; and

WHEREAS, WCC 1.10.310, as well as state law, allows the County to reserve from the sale oil,
gas, timber, mineral aggregates and other resources if the Council finds that it is the best interest of the
public to reserve these; and

WHEREAS, a public hearing was held on _____________________, 2018 to discuss the
sale of said property; and

WHEREAS, it was determined to be in the best interest of Whatcom County to sell the property;

NOW, THEREFORE, BE IT RESOLVED that it is in the best interest of the County to sell tax
parcel number 400415 338138 0000 to the highest bidder sealed bid.

LEGAL DESCRIPTION OF PROPERTY TO BE SOLD

Whatcom County Tax Parcel Number 400415 338138 0000 (Approximately 0.74 acres, more or less)

A tract of land located in Section 15, Township 40 North, Range 4 East of W.M.,
described as follows:
Beginning at a point 514 feet West of the Northeast corner of the Southwest Quarter of the
Southeast Quarter; thence West 220 feet; thence South 99 feet; thence East 220 feet;
thence North 99 feet to the Point of Beginning. Also a tract beginning 30 rods West of the
Southeast corner of the Northwest Quarter of the Southeast Quarter; thence West 220 feet;
thence North 99 feet; thence East 220 feet; thence South 99 feet to the Point of Beginning.
Except Deeter Road.

Situate in Whatcom County, Washington.

BE IT FURTHER RESOLVED that the minimum bid for the property listed above shall be no less than
the assessed value of $5,000.00 (five thousand 00/100 dollars) and that Buyer will pay any additional
Buyer closing costs normally associated with such a real property transaction; and

BE IT FURTHER RESOLVED that transfer of said real property be by quitclaim deed and that Buyer will
represent and warrant in writing to Seller Whatcom County, that Buyer has thoroughly inspected and
evaluated the property for sale, to Buyer’s complete satisfaction and Buyer accepts the property AS IS with
full knowledge of potential liability the Buyer could incur for any environmental hazards or conditions
affecting the property. Buyer agrees that the purchase price of the property reflects the agreed upon value
of the property AS IS, taking into account the aforementioned disclosures; and

BE IT FURTHER RESOLVED that said purchase of said real property shall not be allowed under contract
and shall be paid either in cash, certified check or money order to the Whatcom County Treasurer at the
time of sale; and

BE IT FURTHER RESOLVED that the Whatcom County Treasurer being hereby directed to sell said
property at no less than the assessed value of $5,000.00 (five thousand 00/100 dollars), and that said sale
shall take place in accordance with the duties as established in WCC 1.10.290-1.10.390 and that if the
minimum bid is not reached, the properties shall not be sold; and

APPROVED this _____ day of ____________, 2018

ATTEST:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, County Clerk

Rud Browne, Council Chair

APPROVED AS TO FORM:

Civil Deputy Prosecutor
**CLEARANCES** | Initial | Date | Date Received in Council Office | Agenda Date | Assigned to:
--- | --- | --- | --- | --- | ---
Originator: | MJC | 8/31/18 | 09/11/18 | Intro |
Division Head: |  |  | 09/25/18 | Finance Comm; Council |
Dept. Head: | LKS | 8-31-18 |  |  |
Prosecutor: | MJC | 8/31/18 |  |  |
Purchasing/Budget: | MJC | 8-31-18 |  |  |
Executive: |  |  |  |  |

**TITLE OF DOCUMENT:** 2018 Supplemental Budget Request #11

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

<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.)

**Supplemental #11 requests funding from the General Fund:**
1. To appropriate $78,697 in Health to fund Criminal Justice Treatment Account programs from grant proceeds.
2. To appropriate $35,000 in Health to fund Project Now program from grant proceeds.
3. To appropriate $466,866 in Non-Departmental to fund What-Comm E911 equipment from grant proceeds.
4. To appropriate $13,515 in the Sheriff’s Department to fund drug trafficking investigations (OCDETF) from grant proceeds.

**From the Behavioral Health Program Fund**
5. To appropriate $50,000 in Health to fund Peace Health – GRACE program contract.

**From the Countywide Emergency Medical Services Fund**
6. To appropriate $208,750 to fund paramedic training.

**From the Conservation Futures Fund**
7. To appropriate $95,182 to fund Sidhu Agriculture Conservation Easement PDR.

---

**COMMITTEE ACTION:**

---

**COUNCIL ACTION:**

---

**Related County Contract #:**

**Related File Numbers:**

**Ordinance or Resolution Number:**
ORDINANCE NO. 
AMENDMENT NO. 11 OF THE 2018 BUDGET

WHEREAS, the 2017-2018 budget was adopted December 6, 2016; and,
WHEREAS, changing circumstances require modifications to the approved 2017-2018
budget; and,
WHEREAS, the modifications to the budget have been assembled here for deliberation by
the Whatcom County Council,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the 2017-2018
Whatcom County Budget Ordinance #2016-068 is hereby amended by adding the following
additional amounts to the 2018 budget included therein:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health</td>
<td>113,697</td>
<td>(122,441)</td>
<td>(8,744)</td>
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<tr>
<td>Non-Departmental</td>
<td>466,866</td>
<td>(466,866)</td>
<td>-</td>
</tr>
<tr>
<td>Sheriff</td>
<td>13,515</td>
<td>(13,515)</td>
<td>-</td>
</tr>
<tr>
<td>Total General Fund</td>
<td>594,078</td>
<td>(602,822)</td>
<td>(8,744)</td>
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<tr>
<td>Behavioral Health Program Fund</td>
<td>50,000</td>
<td>(50,000)</td>
<td>-</td>
</tr>
<tr>
<td>Countywide Emergency Medical Services Fund</td>
<td>208,750</td>
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<td>208,750</td>
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<tr>
<td>Conservation Futures Fund</td>
<td>95,182</td>
<td>(40,000)</td>
<td>55,182</td>
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<tr>
<td>Total Supplemental</td>
<td>948,010</td>
<td>(892,822)</td>
<td>255,188</td>
</tr>
</tbody>
</table>

ADOPTED this ____ day of __________________, 2018.

WHATCOM COUNTY COUNCIL

ATTEST:

WHATCOM COUNTY, WASHINGTON

Dana Brown-Davis, Council Clerk

Rud Browne, Chair of the Council

APPROVED AS TO FORM:

Approved ( )  Denied ( )

Civil Deputy Prosecutor

Jack Louws, County Executive

Date: ____________________________

I:\BUDGET\SUPPLS\2018_Suppl\Supplemental #11-2018.docx
## Summary of the 2018 Supplemental Budget Ordinance No. 11

<table>
<thead>
<tr>
<th>Department/Fund</th>
<th>Description</th>
<th>Increased (Decreased) Expenditure</th>
<th>(Increased) Decreased Revenue</th>
<th>Net Effect to Fund</th>
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<tbody>
<tr>
<td>General Fund</td>
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<td></td>
</tr>
<tr>
<td>Health</td>
<td>To fund Criminal Justice Treatment Account programs from grant proceeds.</td>
<td>78,697</td>
<td>(67,441)</td>
<td>(8,744)</td>
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<tr>
<td>Health</td>
<td>To fund Project Now program from grant proceeds.</td>
<td>35,000</td>
<td>(35,000)</td>
<td>-</td>
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<tr>
<td>Non-Departmental</td>
<td>To fund What-Comm E911 equipment from grant proceeds.</td>
<td>466,866</td>
<td>(466,866)</td>
<td>-</td>
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<tr>
<td>Sheriff</td>
<td>To fund drug trafficking investigations (OCDETF) from grant proceeds.</td>
<td>13,515</td>
<td>(13,515)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Total General Fund</td>
<td></td>
<td>594,078</td>
<td>(602,822)</td>
<td>(8,744)</td>
<td></td>
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<tr>
<td>Behavioral Health Program Fund</td>
<td>To fund Peace Health - Grace program contract.</td>
<td>50,000</td>
<td>(50,000)</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Countywide Emergency Medical Services Fund</td>
<td>To fund paramedic training</td>
<td>208,750</td>
<td>-</td>
<td>208,750</td>
<td></td>
</tr>
<tr>
<td>Conservation Futures Fund</td>
<td>To fund Sidhu Agriculture Conservation Easement - PDR</td>
<td>95,182</td>
<td>(40,000)</td>
<td>55,182</td>
<td></td>
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<tr>
<td>Total Supplemental</td>
<td></td>
<td>948,010</td>
<td>(692,822)</td>
<td>255,188</td>
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</tbody>
</table>
Supplemental Budget Request

Health

Human Services

Supp # 1 2836  Fund 1  Cost Center 675600  Originator: Patty Proctor

Expenditure Type: One-Time  Year: 2018  Add'l FTE □  Add'l Space □  Priority: 1

Name of Request: Criminal Justice Treatment Account

\[\checkmark\]  Department Head Signature (Required on Hard Copy Submission)  Date: 8/27/18

<table>
<thead>
<tr>
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<th>Object</th>
<th>Object Description</th>
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<td>6610</td>
<td>Contractual Services</td>
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<td>$78,697</td>
</tr>
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</table>

Request Total: ($5,744)

1a. Description of request:

We are requesting additional expenditure authority to use state dedicated funding to support services for individuals who have been charged with non-violent crimes. Services supported will include substance use disorder (SUD) assessments, residential treatment, outpatient treatment, and housing assistance.

1b. Primary customers:

Individuals involved in the criminal justice system who have a pending non-violent criminal charge from a prosecuting attorney in the state of Washington, and who appear to have a SUD which requires treatment. Priority will be given to individuals who are enrolled in a therapeutic court program.

2. Problem to be solved:

Non-violent offenders have limited access to resources to help them initiate and maintain long term recovery. CJTA funding provides a full continuum of therapeutic services for these individuals, especially those enrolled in therapeutic court programs.

3a. Options / Advantages:

A local CJTA panel was convened to consider best options for use of these dedicated funds and made recommendations for those areas of service most needed by the population to be served. Gaps in care included: assessments in the jail, outpatient and residential treatment, and especially housing.

3b. Cost savings:

Monies utilized will not be pulled from local sources. These state dollars have been dedicated to serve the identified population. Services will be contracted with local providers, alleviating the need to employ county staff to deliver the services. Providing clean and sober housing assistance and SUD treatment for individuals involved in the criminal justice system are proven strategies for saving costs in public funds. Treatment for people with addiction provides a savings of $3-$7 for every dollar spent. Housing people who are homeless, especially those challenged with an addiction, can result in $14,700 per person saved in other costs.

4a. Outcomes:

Outcomes include: Reduction in recidivism, increased stability in recovery from SUD, and increased retention in Therapeutic Court Programs. Outcomes will be tracked throughout an individual’s participation in therapeutic court programs.

4b. Measures:

Number of individuals receiving and completing in-jail as well as out-of-jail assessments for SUD, and number admitted to outpatient treatment, and number admitted to residential treatment, and number served with housing assistance.

5a. Other Departments/Agencies:

Friday, August 24, 2018
Assessments will take place in the Whatcom County Jail where people will be released to inpatient treatment. Whatcom County Therapeutic Courts (Drug Court, Mental Health Court, Family Treatment Court) will also be positively impacted by this full services continuum.

5b. Name the person in charge of implementation and what they are responsible for:
Whatcom County Drug Court will assist the Health Department with contract management activities.

6. Funding Source:
State Health Care Authority, Criminal Justice Treatment Account Funds.
**Supplemental Budget Request**

**Health**

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
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<tr>
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<td>6320</td>
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<tr>
<td><strong>Request Total</strong></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

1a. **Description of request:**

We are requesting expenditure authority to support the further development of the Generations Forward Children's Collaborative using funds from a new grant.

1b. **Primary customers:**

Young children and their families

2. **Problem to be solved:**

Children who are a racial or ethnic minority and those living in poverty are far less likely to have lifelong well-being. This exacerbated by an increased likelihood of experiencing adversity in childhood. Community-wide attention and effort are needed, with a focus on equity and recognition of the impacts of adverse experiences on child development, in order to improve the well-being of children.

3a. **Options / Advantages:**

We explored several ways of improving child well-being in Whatcom County including continuing to support existing coalitions and services. In reviewing the literature and responding to community input, it was clear that building a community-wide initiative focused on equity with a trauma-informed lens was the most likely path to success. This option will allow us to support currently successful initiatives, add new community development infrastructure and services where needed and emphasize the involvement of parents and community members most impacted by adversity.

3b. **Cost savings:**

Early investment in children is the most powerful step to decreasing disparities and improving the health of our community. According to Nobel Prize winner economist, James Heckman, investing in early childhood has an annual rate of return of 7%-13% for communities.
**Supplemental Budget Request**

**Health**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Cost Center</th>
<th>Originator</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>621206</td>
<td>Patty Proctor</td>
</tr>
</tbody>
</table>

**Community Health**

4a. **Outcomes:**
1. Create sustainable infrastructure for Generations Forward
2. Expand engagement and leadership from families and communities experiencing inequities and adversity
3. Increase community capacity to identify and address family stress, particularly perinatal and early childhood mental health concerns
4. Catalyze system and policy changes that increase sustainable financing for child and family services and programs, and reduce barriers to family economic stability including access to affordable child care and housing

4b. **Measures:**
1. Number and diversity of parents in leadership roles in Generations Forward
2. Number and diversity of individuals and organizational partners who formally declare commitment to the mission, vision and goals of Generations Forward
3. Funding available for child and family-focused initiatives

5a. **Other Departments/Agencies:**
None

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

6. **Funding Source:**
   - Boston Medical - Project NOW grant funding
MEMORANDUM

To: Whatcom County Executive Jack Louws and
Whatcom County Council Members

From: Suzanne Mildner, Grant Coordinator

Subject: Supplemental Budget Request for E911 funding (Pass through Grant to
What-Comm)

Date: August 20, 2018

The County is in the process of entering into a subrecipient agreement with the City of
Bellingham to facilitate a pass-through grant from The Washington State Military
Department. The grant funding is for FY2018-19 Emergency 911 equipment expenses
for What-Comm Communications.

The State legislature recently passed ESSB 6032 which provided for reimbursement of
costs for replacement/upgrade of E911 phone equipment for four counties, including
Whatcom. This grant is from the State Military Department and is for direct
reimbursement for the new CPE (911 phone) system, which was installed in 2016 at
What-Comm Communications. The grant contract period is March 2016 through August
2019, for a total of $466,866. The execution of the Subrecipient Agreement will be
contingent upon your approval of this budget authority. Accordingly, we are requesting
approval for supplemental funding in the amount of $466,866 to support 911 operations
at What-Comm Communications.
Supplemental Budget Request

Executive

Suppl # 2634  Fund 1  Cost Center 4282  Originator: Suzanne Mildner

Expenditure Type: One-Time  Year 2  2018  Add'1 FTE  Add'1 Space  Priority 1

Name of Request: What-Comm E911 Equipment Grant

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>
<tbody>
<tr>
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<td>State Enhanced 911 Funds</td>
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<tr>
<td>7220</td>
<td>Intergov Subsidies</td>
<td>$466,866</td>
<td></td>
</tr>
</tbody>
</table>

Request Total | $0 |

1a. Description of request:
This is a state-funded pass through grant from the Washington State Military Department to reimburse What-Comm Communications Center for phone equipment costs.

1b. Primary customers:
What-Comm Communications Center, City of Bellingham, Whatcom County

2. Problem to be solved:
A new 911 phone system was purchased and installed by What-Comm in 2016. The State legislature recently passed ESSB 6032, Section 142, which provided for reimbursement of expenses for four Washington counties, including Whatcom County, for 911 phone system replacement costs. What-Comm can access this funding through the local county government.

3a. Options / Advantages:
This intergovernmental grant agreement is a vehicle for accessing this fund source. The acceptance of these grant funds ultimately reduces the cost to the community for 911 services.

3b. Cost savings:
N/A

4a. Outcomes:
911 services cost reductions for our community due to state subsidies.

4b. Measures:
The phone replacement project is already complete with new and improved 911 service equipment.

5a. Other Departments/Agencies:
What-Comm Communications Center, City of Bellingham

5b. Name the person in charge of implementation and what they are responsible for:
Greg Erickson, E911 Coordinator

6. Funding Source:
Washington State Military Department

Monday, August 20, 2018

Rpt: Rpt Suppl Regular
Memorandum

TO: Jack Louws, County Executive
FROM: Sheriff Bill Elfo
DATE: August 24, 2018
SUBJECT: Supplemental Budget ID #2637
DTF OCDETF FY2018 Funding Increase #1

The attached supplemental budget requests budget authority for overtime services for Federal Organized Crime Drug Enforcement Task Forces (OCDETF) investigations.

Background and Purpose
The Sheriff’s Office entered into an Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement for Fiscal Year 2018 (W.C. Contract No. 201801016) to participate in the investigation and prosecution of major drug trafficking organizations with an original allocation of $2,500 (Supplemental Budget ID 2538).

Based on the level of participation of the Sheriff’s Office, the Department of Justice (DOJ) authorized a funding increase of $13,515. The Sheriff’s Office used the original $2,500 in May 2018 and needs budget authority for the additional $13,515.

Deputies assigned to assist in OCDETF investigations may perform a variety of functions, including: interviewing witnesses, conducting surveillance, performing undercover assignments, handling informant transportation and/or prisoner transportation, preparing and executing search and arrest warrants, serving subpoenas, assisting with trial preparation, and testifying at trials.

The U.S. Department of Justice will reimburse the Sheriff’s Office for overtime of deputies engaged in these federal OCDETF investigations. Associated payroll costs will come from existing Sheriff’s Office budget.

Funding Amount and Source
Funding of $13,515 will be provided by U.S. Department of Justice Drug Enforcement Administration from the State and Local Overtime (SLOT) Funds.

Please contact Undersheriff Jeff Parks at extension 6610 if you have any questions.
Thank you.

Our Vision: The Office of Sheriff: Dedicated to making Whatcom County the Safest in the State through Excellence in Public Safety.
Supplemental Budget Request

Sheriff

Operations

Suppl ID # 2637

Fund 1

Cost Center 1003517003

Originator: Jacque Korn

Expenditure Type: One-Time

Year 2 2018

Add’l FTE □

Add’l Space □

Priority 1

Name of Request: OCDETF 2018 DEA #RL-17-0023 Increase #1

Department Head Signature (Required on Hard Copy Submission)

Date 6/31/18

Costs:

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<tr>
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1a. Description of request:
In 2018, the Sheriff’s Office entered into an Organized Crime Drug Enforcement Task Forces (OCDETF) Agreement for Fiscal Year 2018 to participate in the investigation and prosecution of major drug trafficking organizations. The U.S. Department of Justice (DOJ) agreed to reimburse the Sheriff’s Office for overtime of detectives engaged in these federal OCDETF investigations.

The DOJ authorized $2,500 and Supplemental Budget ID #2538 was approved for the initial allocation. Subsequent increases of $13,515 were awarded and budget authority is needed for the additional amount.

1b. Primary customers:
Citizens of Whatcom County

2. Problem to be solved:
Budget authority is needed to use the remaining OCDETF FY2018 funds for overtime in 2018.

3a. Options / Advantages:

3b. Cost savings:
Overtime reimbursement of $13,515.

4a. Outcomes:
Sheriff’s Office Drug Task Force detectives will continue participation in federal OCDETF investigations.

4b. Measures:

5a. Other Departments/Agencies:

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

6. Funding Source:
The U.S. Department of Justice Drug Enforcement Administration will provide $13,515 from State and Local Overtime (SLOT) Funds. Associated payroll costs of $2,119 will be paid out of the existing Sheriff’s Office budget.
Supplemental Budget Request

Health

Fund 124 Cost Center 124115 Originator: Patty Proctor

Expenditure Type: One-Time Year 2 2018 Add'l FTE □ Add'l Space □ Priority 1

Name of Request: Peace Health-Grace

Department Head Signature (Required on Hard Copy Submission) Date

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<thead>
<tr>
<th>Costs</th>
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<th>Object Description</th>
<th>Amount Requested</th>
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<tr>
<td>4346.4010</td>
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<td>Social Security</td>
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<tr>
<td>Request Total</td>
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<td>$0</td>
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</table>

1a. Description of request:
We are requesting expenditure authority to use funds received from Peace Health to support the Whatcom GRACE (Ground-level Response and Coordinated Engagement) program, which will provide intensive outreach services to individuals with complex health conditions.

1b. Primary customers:
1b. Primary customers:
Whatcom county residents who are GRACE participants. GRACE participants are individuals who utilize at a high frequency the crisis response systems (both law enforcement and EMS) as well as the hospital emergency department.

2. Problem to be solved:
Individuals who demonstrate a high utilization of crisis response systems rarely use these systems appropriately or effectively. Their complex health care needs, including behavioral health needs, are not addressed in a comprehensive manner. These individuals typically require a team of professionals that can provide intensive services in a pre-planned and coordinated manner, focused on reducing inappropriate use of crisis services (including the jail), while promoting their health and well-being. The GRACE program will serve these individuals.

3a. Options / Advantages:
The Whatcom GRACE program will provide intensive services to identified individuals in a team-based approach. Team members will provide outreach, engagement, and comprehensive services to meet the complex needs of individuals who are high utilizers of crisis response systems. Shared care plans will be followed to ensure coordinated services and ongoing support to these individuals are delivered, which will reduce the cost and burden to the community’s crisis response systems.

3b. Cost savings:
The county will realize savings by reducing the frequency of use of the crisis system by GRACE participants.

4a. Outcomes:
GRACE participants will reduce their frequency of use of crisis response systems.

4b. Measures:

Friday, August 24, 2018
Supplemental Budget Request

<table>
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<th>Health</th>
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<td>Cost Center</td>
<td>124115</td>
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<tr>
<td>Originator</td>
<td>Patty Proctor</td>
</tr>
</tbody>
</table>

| Human Services |  |

Reduction in Emergency Department and EMS utilization and jail bookings by GRACE participants.

5a. Other Departments/Agencies:
None

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

6. Funding Source:
Peace Health
Supplemental Budget Request

Non-Departmental

Fund 130  Cost Center 130110  Originator:  T. Helms

Expenditure Type: One-Time  Year 1 2017  Add'l FTE  Add'l Space  Priority 1

Name of Request: Paramedic Training

X  
Department Head Signature (Required on Hard Copy Submission)  Date

<table>
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<th>Object Description</th>
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<tr>
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<td>$208,750</td>
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1a. Description of request:

The 2017 WCEMS voter approved Levy provides funds for training EMS providers and supporting the ALS system. There is a recognized need for up to 18 Paramedics over the next two years due to projected Paramedic attrition in both the Bellingham and Ferndale (FD 7) Fire Departments. Additional paramedics are also necessary to staff a fifth Paramedic Unit as projected in 2020.

EMS Manager, M. Hilley in collaboration with our ALS partners and the Bellingham Technical College has developed an efficient and sustainable training program that will allows us to achieve the necessary training to fulfill recruitment needs over the next several years.

The total costs associated with setting up and operating the Paramedic School for the 2018/19 class is approximately $835,000. It is generally assumed that the Levy will cover the costs for setting up the school over the next two years as BTC phases in the tuition based model. However, costs to the EMS Fund will be reduced with the recent Assistance to Firefighters Grant Program Award of approximately $550K.

1b. Primary customers:

Whatcom County Citizens, Advanced Life Support (ALS) providers.

2. Problem to be solved:

There is an anticipated need for up to nine Paramedics to staff a fifth Paramedic unit in 2020 and up to nine Paramedics between the years of 2019 and 2022 due to retirements and promotions. As outlined in the EMS Levy Plan, As EMS Administrator, the County's obligation is to: "Improve the operational efficiencies of the system and to help contain costs by standardizing paramedic student training requirements and by consolidating and conducting joint training.

3a. Options / Advantages:

There is strong support throughout the agencies to support and sustain this high quality training program within the Bellingham Technical College. Neighboring counties have also indicated a need for succession planning with several agencies projecting Paramedic shortages over the next five years. Typically, our neighboring counties send their firefighters to the Harborview/University of Washington Paramedic program in Seattle. The Harborview program class size is limited to 14 students and will be unable to support anticipated paramedic training needs from our neighboring counties.

3b. Cost savings:

None.

4a. Outcomes:

At the completion of the 2018-2019 Paramedic Training Program, 9 new paramedics will have graduated enabling our ALS agencies to stay fully staffed while preparing for the eventual 5th unit implementation.
4b. Measures:
  Paramedic students will graduate from the program summer 2019.

5a. Other Departments/Agencies:
  None

5b. Name the person in charge of implementation and what they are responsible for:
  None

6. Funding Source:
  EMS Levy Fund and grants
Memorandum

TO: Honorable Whatcom County Councilmembers
    Honorable Jack Louws, Whatcom County Executive

THROUGH: Mark Personius, Director, PDS

FROM: Chris Elder, PDR Program Administrator

DATE: August 24, 2018

SUBJECT: Supplemental Budget Request to complete agricultural conservation easement acquisition for PDR applicant Sidhu

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Introduction
The Whatcom County Purchase of Development Rights (PDR) Program was initiated in September of 2001. The program has successfully purchased 130 development rights on 919.15 acres through 19 agricultural conservation easements.

The Purchase of Development Rights Oversight Committee has recommended purchase of an agricultural conservation easement on the Matheson property. Whatcom County Council has approved the PDR Program Administrator and County Executive to proceed with the acquisition of these easements through Resolution 2016-029. This supplemental budget request includes all costs associated with closing of this agricultural conservation easement including easement cost, baseline documentation fees, easement monitoring fees, and associated closing costs. This request will support completion of the PDR process on this property.

Background and Purpose
The Sidhu conservation easement will represent the 20th purchase under the County’s Agricultural Purchase of Development Rights Program. Completion of this easement will add an additional 40 acres to the total protected acreage in Whatcom County. This will bring the total protected acreage up to 959.15 acres. Whatcom Land Trust has developed a baseline condition report for the easement area and will be the legally responsible party to monitor and enforce terms of the conservation easements.

The Sidhu conservation easement was selected to receive matching funds by the board of the Whatcom Land Trust. These funds represent 50% of the actual easement cost.
**Sidhu - PDR Supplemental Budget Request**

<table>
<thead>
<tr>
<th>Sidhu Conservation Easement</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Easement monitoring and enforcement</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>Background Documents preparation</td>
<td>$12,000.00</td>
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<tr>
<td>Escrow and closing costs</td>
<td>$1,800.00</td>
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<tr>
<td></td>
<td>$1,381.58</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$95,181.58</strong></td>
</tr>
</tbody>
</table>

- Reimbursement from Whatcom Land Trust ($40,000)

**Net cost to Whatcom County after reimbursement** $55,181.58

**Request Summary**
This request is consistent with Resolution 2018-028 which authorizes the PDR Program Administrator and County Executive to enter into a purchase and sale agreement for the agricultural conservation easement on this property. The conservation easement will be completed and recorded during September or October, 2018.

Please contact Chris Elder, PDR Program Administrator at (360)778-5932 with any questions or concerns.
Supplemental Budget Request

Planning & Development Services

Suppl ID # 2643
Fund 175
Cost Center 17550
Originator: Chris Elder

Expenditure Type: One-Time
Year 2018
Add'l FTE  □  Add'l Space  □  Priority 1

Name of Request: Sidhu Agricultural Conservation Easement PDR

X ___________________________

Department Head Signature (Required on Hard Copy Submission)  Date 8/3/18

Costs: 

<table>
<thead>
<tr>
<th>Object</th>
<th>Object Description</th>
<th>Amount Requested</th>
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</thead>
<tbody>
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<td>4367.1000</td>
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<tr>
<td>6610</td>
<td>Contractual Services</td>
<td>$12,000</td>
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<td>7320</td>
<td>Land</td>
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<tr>
<td><strong>Request Total</strong></td>
<td></td>
<td><strong>$55,182</strong></td>
</tr>
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</table>

1a. Description of request:

The proposed budget amendment is to cover all associated costs for completion of an agricultural conservation easement on the Sidhu application. This includes easement cost, easement monitoring and enforcement fees, baseline documentation, and escrow and closing costs.

1b. Primary customers:

The community at large benefits from the PDR program due to the permanent protection of the land for farming purposes. This area will never be developed with additional housing and will stay in low-service cost status in perpetuity. Multiple benefits to agriculture, wildlife, water quality, and stormwater retention are among the benefits for the community.

2. Problem to be solved:

The primary focus of the Purchase of Development Rights Program is to permanently protect prime/productive agricultural land from conversion to non-agricultural uses. This property contains prime agricultural soils and has been recommended for protection by the Purchase of Development Rights Oversight Committee.

3a. Options / Advantages:

The Agricultural Advisory Committee has considered the PDR program as an integral component of an overall agriculture protection strategy. The Growth Management Act requires the protection of resource lands. This is one of several efforts the County is making to comply with the state requirement. Zoning and Open Space Taxation are other programs currently employed by Whatcom County to protect agricultural land. PDR’s are valuable partly because they are the only action currently available for the County to achieve permanent protection on agricultural lands.

3b. Cost savings:

Savings are difficult to quantify. Studies indicate that resource lands are the lowest cost properties for community services. Other savings are based on the benefits of not converting the property to some more intensive use. Water quality degradation, excessive stormwater runoff and increased costs for roads and other service provisions are eliminated when conservation easements establish a permanent agricultural development pattern in a given area. Maintaining a critical mass of viable agricultural land – especially land with water rights as this has – also helps support the agriculture economy.

4a. Outcomes:

The PDR program originally targeted 10,000 acres for purchase. Since that time the Council endorsed a "Rural Land Study" that has targeted some 25,000 acres of agricultural lands within rural zoned land that they would like to see with additional protection. The Sidhu agricultural conservation easement is located within one of these Rural Study Areas and will contribute to achievement of the County’s 100,000 acre
Supplemental Budget Request

Planning & Development Services  Planning

Suppl ID # 2643  Fund 175  Cost Center 17550  Originator: Chris Elder

4b. Measures:
The easement on this farm will be purchased with assistance from a Title company through a typical closing process. The successful closing of the easement purchase marks the outcome of this specific request. Annual monitoring reports are supplied by the Whatcom Land Trust for each completed agricultural conservation easement.

5a. Other Departments/Agencies:
This is a joint project which involves the Whatcom Land Trust (ongoing monitoring/enforcement responsibilities) and Whatcom County – PDR program administration/funding. Reimbursement funding comes from the Whatcom Land Trust.

5b. Name the person in charge of implementation and what they are responsible for:
The Whatcom Land Trust will be responsible for the long-term monitoring under the terms of the conditions in the conservation easement and based on the contract that they have with Whatcom County. Gabe Epperson is the Conservation Director.

6. Funding Source:
Conservation Futures Fund (as requested)
Therefore the total coming out of will be $95,181.58, though the Whatcom Land Trust will reimburse Whatcom County for a total of $40,000 towards this transaction. The net expenditure after reimbursement will be $55,181.58.
TITLE OF DOCUMENT: Flood Control Zone District and Subzones 2018 Supplemental Budget Request #3

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 #3 requests funding from the Flood Control Zone District Fund:

1. To appropriate $86,391 in Natural Resources to fund USGS stream gauging.

COMMITTEE ACTION:  

BOARD OF SUPERVISORS ACTION:  

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

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

AMENDMENT NO. 3 OF THE 2018 BUDGET

WHEREAS, the 2018 budget for the Whatcom County Flood Control Zone District and Subzones was adopted December 5, 2017; and,
WHEREAS, changing circumstances require modifications to the approved 2018 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 2018 budget as approved in Resolution 2017-065 is hereby amended by adding the following additional amounts to the budgets included therein:

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood Control Zone District - Natural Resources</td>
<td>86,391</td>
<td>-</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>86,391</td>
<td>-</td>
</tr>
</tbody>
</table>

ADOPTED this ___ day of ____________________, 2018

WHATCOM COUNTY FCZD
BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

ATTEST:

Dana Brown-Davis, Council Clerk
Rud Browne, Chair of the Board of Supervisors

APPROVED AS TO FORM:

Civil Deputy Prosecutor
<table>
<thead>
<tr>
<th></th>
<th>Expenditures</th>
<th>Revenues</th>
<th>Net Effect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flood Control Zone District - Natural Resources</td>
<td>86,391</td>
<td>-</td>
<td>86,391</td>
</tr>
<tr>
<td>Total Supplemental</td>
<td>86,391</td>
<td>-</td>
<td>86,391</td>
</tr>
</tbody>
</table>
Supplemental Budget Request

Public Works                  Natural Resources

Suppl' ID # 2838  **Fund** 169  **Cost Center** 169121  **Originator:** Gary Stoyka

Expenditure Type: One-Time  Year 2 2018  Add'l FTE ☐  Add'l Space ☐  Priority 1

Name of Request: **USGS Stream Gauging 2018-2019**

Department Head Signature (Required on Hard Copy Submission)  Date: 8/27/18

Costs:

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<th>Object Description</th>
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<tbody>
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<td>Intergov Prof Svcs</td>
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<tr>
<td>Request Total</td>
<td></td>
<td>$86,391</td>
</tr>
</tbody>
</table>

1a. **Description of request:**

Lower Nooksack Watershed stream monitoring services

1b. **Primary customers:**

WRIA 1 Watershed Management Board partners

2. **Problem to be solved:**

Whatcom County has a variety of water quality and quantity issues that need to be addressed to ensure there is water of adequate quantity and quality to meet our instream and out of stream needs. Stream monitoring provides the basic information that is vital to addressing these issues. In the past, the WRIA 1 Joint Board funded these stream monitoring activities. The Flood Control Zone District (FCZD) contracted with the U.S. Geological Survey to provide these services on behalf of the Joint Board. The WRIA 1 Joint Board has since dissolved and there are no longer funds available for this work.

3a. **Options / Advantages:**

Whatcom County has worked with other WRIA 1 Watershed Management Board partners to identify a long-term funding source for stream monitoring. A source has not been identified at this time and the current contract for monitoring services expired on September 30, 2018. There are sufficient funds in the FCZD fund balance to cover the cost of one year of this critical work while a long-term funding plan is developed.

3b. **Cost savings:**

There are no cost savings. Use of these funds will allow this critical work to continue while a long-term funding strategy is developed.

4a. **Outcomes:**

Maintaining a continuous record of stream monitoring data for future water planning and further refinement of a forthcoming groundwater model.

4b. **Measures:**

Monitoring data will be received and the continuous record will be maintained. Continuous monitoring will be obtained from 8 monitoring stations for one year.

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

Yes. The FCZD will contract with U.S. Geological Survey to conduct the stream monitoring.

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

US Geological Survey - Darrin Miller

6. **Funding Source:**

The FCZD will pay for this contract from cost center 169121.
MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary Stoyka, Natural Resources Manager

DATE: August 22, 2018

RE: Supplemental Budget Request

Requested Action

The Public Works Natural Resources Division is requesting supplemental budget authority for FY 2018 for continuation of stream monitoring activities.

Whatcom County has a variety of water quality and quantity issues that need to be addressed to ensure there is water of adequate quantity and quality to meet our instream and out of stream needs. Stream monitoring provides the basic information that is vital to addressing these issues. This supplemental budget request provides $86,391 in funding authority to execute a new one year contract with the USGS to provide these continuous monitoring services.

This request for funding is from the Flood Control Zone District fund balance.

Please contact Gary Stoyka at extension 6218, if you have any questions or concerns regarding this request.

Attachment

631
# WHATCOM COUNTY COUNCIL AGENDA BILL

**Title:** Interlocal Agreement between the City of Bellingham and County of Whatcom 2018 Byrne Justice Assistance Grant (JAG) Program Award

**Attachments:**
Interlocal Agreement between the City of Bellingham and County of Whatcom 2018 Byrne Justice Assistance Grant (JAG) Program Award

**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 Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2018 Local Solicitation is made available to the Whatcom County Council for its review and comment and to citizens for public review and comment.

Total Whatcom County jurisdiction allocation is $35,780 (with $22,557 for the City of Bellingham and $13,223 for Whatcom County). The City of Bellingham will administer the grant and provide $13,223 to Whatcom County Sheriff’s Office to purchase inclement weather protective gear.

**Committee Action:**

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

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

TO: Jack Louws, County Executive
FROM: Bill Elfo, Sheriff
DATE: September 4, 2018
RE: Interlocal Agreement Between the City of Bellingham and Whatcom County Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2018

Enclosed for review and signature are two (2) originals of the Interlocal Agreement between the City of Bellingham and Whatcom County for Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2018.

Total Whatcom County Jurisdiction allocation is $35,780 (with $22,557 for the City of Bellingham and $13,223 for Whatcom County). The City of Bellingham will administer the grant and provide $13,223 to the Whatcom County Sheriff’s Office to purchase inclement weather protective gear.

Please contact Undersheriff Parks at extension 6610 if you have any questions regarding the terms of this agreement.

Thank you.

enclosure
**WHATCOM COUNTY CONTRACT INFORMATION SHEET**

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Sheriff’s Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division/Program: (i.e. Dept. Division and Program)</td>
<td>35 Sheriff’s Office / 3520 Bureau of LE &amp; Investigations / 352020 Patrol and OT</td>
</tr>
<tr>
<td>Contract or Grant Administrator:</td>
<td>Jeff Parks, Undersheriff</td>
</tr>
<tr>
<td>Contractor’s / Agency Name:</td>
<td>City of Bellingham</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 #: WCC 3.06.010

**Does contract require Council Approval?**  Yes ☐  No ☑  If No, include WCC:  COUNCIL REVIEW REQUIRED  (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

**Already approved? Council Approved Date:**

**Is this a grant agreement?**  Yes ☑  No ☐  If yes, grantor agency contract number(s): CFDA#: 16.738

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

**Is this contract the result of a RFP or Bid process?**  Yes ☑  No ☐  Contract Amount: 13,223.00

**Cost Center:** 1003517005

**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.

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

**Summary of Scope: Interlocal Agreement between City of Bellingham and Whatcom County for U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2018. Total Whatcom County jurisdiction allocation is $35,780 (with $22,557 for the City of Bellingham and $13,223 for Whatcom County). The City of Bellingham will administer the grant and provide $13,223 to Whatcom County Sheriff’s Office to purchase inclement weather protective gear.**

**Term of Contract:** 08/17/18  **Expiration Date:**

**Contract Routing:**
- 1. Prepared by: D. Pierce  **Date:** 09/04/18
- 2. Attorney signoff:  **Date:** 9/1/18
- 3. AS Finance reviewed:  **Date:** 8-24-18
- 4. IT reviewed (if IT related):  **Date:** 9-4-18
- 5. Contractor signed:  **Date:**
- 6. Submitted to Exec.:  **Date:**
- 7. Council approved (if necessary):  **Date:**
- 8. Executive signed:  **Date:**
- 9. Original to Council:  **Date:**

**Last edited:** 08/08/18
INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BELLINGHAM, AND COUNTY OF WHATCOM

2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 17th day of August, 2018, by and between The COUNTY of Whatcom, acting by and through its governing body, the County Council, hereinafter referred to as COUNTY, and the CITY of Bellingham, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Whatcom County, State of Washington, witnesses:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, per the grant, Whatcom County Jurisdiction is allocated $35,780 in grant funding, $22,557 for the City and $13,223 for Whatcom County: and

WHEREAS, the CITY agrees to provide the COUNTY $13,223 from the JAG award for the purchase of Inclement Weather Protective Gear: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.
CITY agrees to pay COUNTY a total of $13,223 of JAG funds.

Section 2.
COUNTY agrees to use $13,223 for the purchase of Inclement Weather Protective Gear until 2019.

Section 3.
Nothing in the performance of this Agreement shall impose any liability for claims against the “CITY” or “COUNTY”

Section 4.
Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.
Section 5.
The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6.
By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF Bellingham, WA
Kelli Linville, Mayor 6/5/18

COUNTY OF Whatcom, WA
SHERIFF

ATTEST:
Brian Henshaw, Finance Department

APPROVED AS TO FORM:
City Attorney

PROSECUTING ATTORNEY

Chief of Police

Jack Louws, Whatcom County Executive
Whatcom County Sheriff’s Office  
2018 Edward Bryne Memorial JAG Program  
FY 2018 Local Solicitation  

Applicant Disclosure of Pending Applications

The Whatcom County Sheriff’s Office does have a pending application within the last 12 months for federal funding to cover some costs of the proposed program under this solicitation.

The Whatcom County Sheriff’s Office has applied for the 2017 DOJ Bulletproof Vest Partnership grant.

<table>
<thead>
<tr>
<th>Federal Funding Agency</th>
<th>Solicitation Name</th>
<th>Name/Phone/Email for Point of Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>USDOJ</td>
<td>Bulletproof Vest Partnership</td>
<td>1-877-758-3787/owner-bvp-list@ojp.usdoj.gov</td>
</tr>
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### Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

<table>
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<th>Year 2 (if needed)</th>
<th>Year 3 (if needed)</th>
<th>Year 4 (if needed)</th>
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<td>$0</td>
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</tbody>
</table>

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

No
Whatcom County Sheriff’s Office
2018 Bryne JAG Grant
Program Abstract

Abstract

*Enhanced officer safety and operability for first responders/tactical personnel* – In response to continued violent critical incidents across the nation and abroad, the Whatcom County Sheriff’s Office has developed enhanced training for incidents involving active violence against vulnerable populations and critical infrastructure. In an effort to better prepare for, respond to, and provide continuous operations during critical incidents, the Whatcom County Sheriff’s Office conducts ongoing training to deal with these threats and unusual situations in a rural environment which exposes personnel to extreme environments and inclement weather.

In addition to training, law enforcement must be prepared and equipped to deal with suspects in inclement weather for prolonged periods of time in order to effectively mitigate the threat posed to the public and critical infrastructure. In the face of such violence and destruction, law enforcement must be adequately equipped to respond in an effective manner. It is essential that all members of the Sheriff’s Office have sufficient protective gear and clothing to protect them from the dangerous effects exposure to extreme weather can cause.

SWAT has a current need for specialized outer wear that is designed for their assignment and operational needs. The Sheriff’s Office objective is to utilize allocated funds to purchase inclement weather gear, solid green in color, to improve officer safety/wellness and operational performance.

*Project identifiers* – Equipment – General –, Tactical, Violence/Violent Crime, Officer Safety, Officer Wellness.
Whatcom County Sheriff’s Office
2018 Bryne JAG grant
Program Narrative

Narrative

The continued trend of violent attacks nationwide and abroad has reaffirmed why it is imperative that responders be trained and prepared to respond to incidents of active violence in a safe, efficient, and effective manner. The Sheriff’s Office is uniquely positioned on the international border between the US and Canada, and is subject to both domestic and international threats. This includes not only schools and public venues, but multiple federal facilities and critical infrastructure that may be the targets of violent attacks and/or terrorism. The Sheriff’s Office continues to train all deputies to deal with critical incidents, to include terrorist attacks, active shooter scenarios, and high-risk operations.

In addition to training, law enforcement officers must be provided necessary equipment that enhances their officer safety and increases the likelihood that they will be able to carry out their duties without serious injury or loss of life. Sheriff’s Office personnel operate in various, ever-changing, extreme weather conditions that can dramatically affect the ability to safely and effectively perform their duties and protect the populace and critical infrastructure within Whatcom County.

SWAT has a current need for specialized outer wear which is designed for their assignment and operational needs, and allows them to perform their duties in a safe and effective manner for a prolonged period of time in inclement weather.

The Sheriff’s Office intends to utilize JAG funding to purchase inclement weather gear, solid green in color, to improve officer safety/wellness and operational performance.
Review Narrative

The Whatcom County Sheriff’s Office intends to make its Fiscal Year 2018 JAG application available to the Whatcom County Council for its review and comment on July 31st, 2018.

The application has not yet been made available for public review and comment. The Whatcom County Sheriff’s Office will make its Fiscal Year 2018 JAG application available to citizens for comment at the Whatcom County Council meeting on September 25th, 2018.
Whatcom County Sheriff's Office

2018 Bryne JAG Grant

Budget and Budget Narrative

BUDGET

E. Supplies

Cold/Wet Weather Protective Gear $13,223

Total $13,223

Total project costs $13,223

BUDGET NARRATIVE

EQUIPMENT

Appropriate inclement weather clothing gear is essential personal protective equipment that is utilized by members of the Whatcom County Sheriff’s Office. The use by deputies allows them to carry out their duties while protecting them from the effects of extreme weather environments commonly affecting Whatcom County.

Incliment Weather Protective Clothing Solid Green in Color - The intent is to equip deputies with protective clothing which will keep them safe and functional in extreme weather environments. The Whatcom County Sheriff’s Office is looking to purchase top and bottom pieces of apparel which will protect them from wind, water, and snowfall. These protective pieces will be worn by all tactical personnel when responding to incidents where inclement weather presents operational and officer safety concerns. The use of effective protective gear by tactical personnel allows them to respond to critical incidents and perform their duties in a safe, efficient, and effective manner which improves both public and officer safety. Recent events in which the Whatcom County Sheriff’s Office has responded to has demonstrated the operational need for the requested gear.
### Inclement Weather Protective Gear

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<th>Unit Cost</th>
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</table>

#### Narrative

The Whatcom County Sheriff's Office SWAT team has a current need for specialized outer wear which is designed for their assignment and operational needs, and allows them to perform their duties in a safe and effective manner for a prolonged period of time in inclement weather. The Sheriff's Office intends to utilize JAG funding to purchase inclement weather gear, solid green in color, to improve officer safety/wellness and operational performance.

### F. Construction

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<th>Purpose</th>
<th>Description of Work</th>
<th>Computation</th>
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<td>Describe the construction project(s)</td>
<td>Compute the costs (e.g., the number of each item to be purchased x the cost per item)</td>
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<table>
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<th>Cost</th>
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<th>Non-Federal Contribution</th>
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#### Narrative

Add Additional Narrative Text