WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-235

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	CE	7/24/2018	RECEIVED JUL 31 2018 WHATCOM COUNTY COUNCIL	8/8/18	Introduction
Division Head:				9/11/18	Natural Resources
Dept. Head:	MP	7-26-18		9/11/18	Council
Prosecutor:		7-26-18		9/25/2018	Nat Res./Council
Purchasing/Budget:					
Executive:	TRS	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:***
9/11/2018: Held in Committee	8/8/2018: Introduced 6-0, Ballew absent 9/11/2018: Held in Committee

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

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

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax

Mark Personius, AICP
Director

Memorandum

TO: Honorable County Councilmembers
Honorable Executive Louws

THROUGH: Mark Personius, PDS Director MP

FROM: Chris Elder, PDR Program Administrator CE

DATE: 7/23/2018

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

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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.

PROPOSED BY: PDS
INTRODUCTION DATE: 8/8/2018

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 Devleopment 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:

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Clerk of the Council

_____
Rud Browne, Council Chair

WHATCOM COUNTY EXECUTIVE
APPROVED AS TO FORM:

WHATCOM COUNTY, WASHINGTON

_____
Civil Deputy Prosecutor

_____
Jack Louws, County Executive

( ) Approved ( ) Denied

Date Signed: _____

EXHIBIT A

Chapter 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~~ the 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 – Extinguishment 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).

EXHIBIT B

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:

LESA Rating	APO or Non-APO Prime 1	Non-APO - Prime 2-8	Soils of Statewide Importance	Site Index
1	100	90	0	0
2	95	85	0	0
3	90	80	0	0
4	85	75	0	0
No Rating	80	70	50	0
Site Index Rating				
1	0	0	0	60
2	0	0	0	50
3	0	0	0	40
4	0	0	0	30
5	0	0	0	20

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:

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

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..... 0pts

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 Appriasal 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.

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.

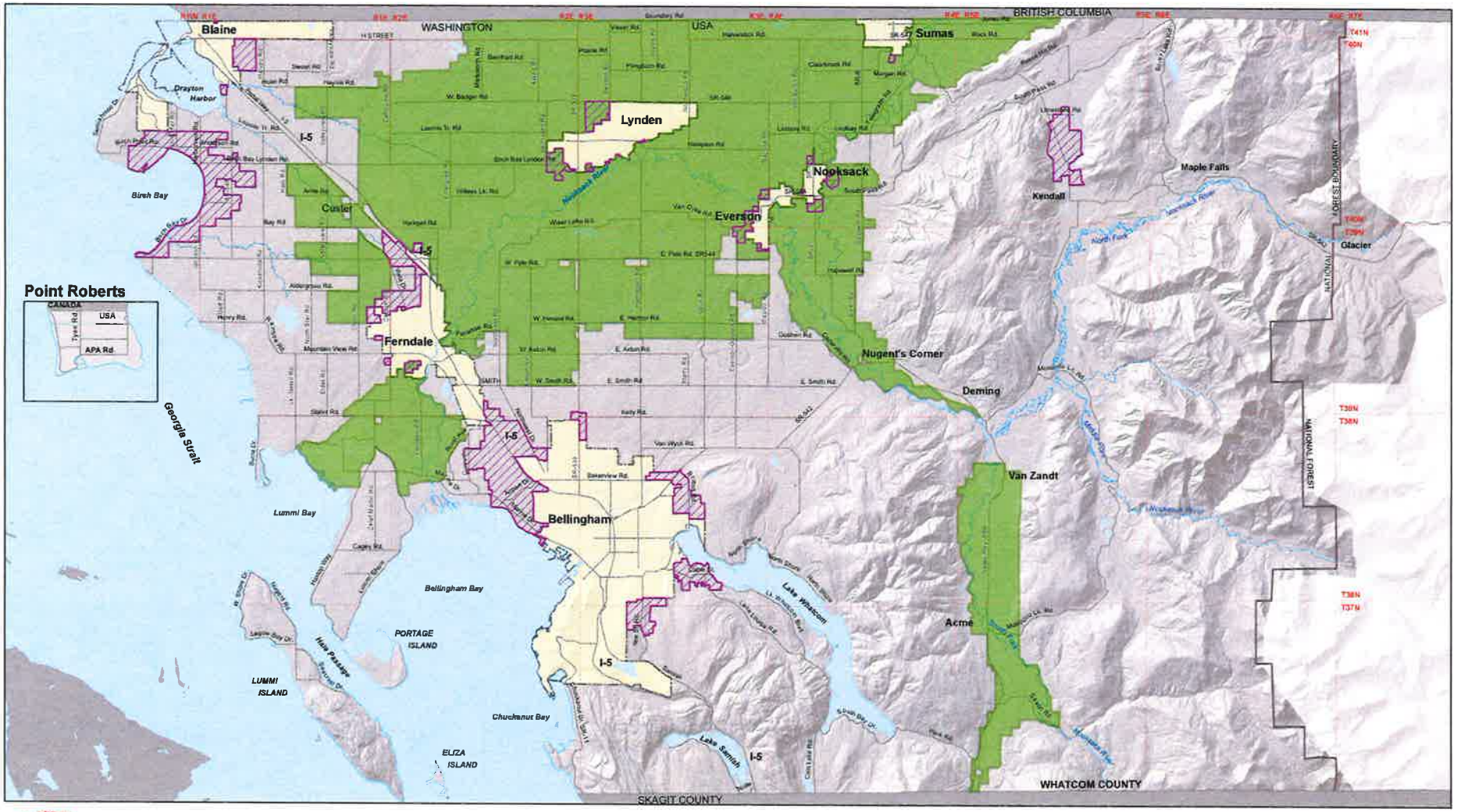
4. A property owner may enter into an Installment Purchase Agreement for fifteen (15) to thirty (30) years at an interest rate to be negotiated between the property owner and the County. The property owner will receive semi-annual interest payments that are tax exempt. Principal will be paid in one lump 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 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.



N

Whatcom County Agricultural Priority Areas

Agriculture Zone, Rural Study Areas, Initial PDR Target Areas, and Watershed Improvement Districts

- Urban Growth Areas
- Ag. Zone/Rural Study Areas/PDR Target Areas/WIDs
- Incorporated City

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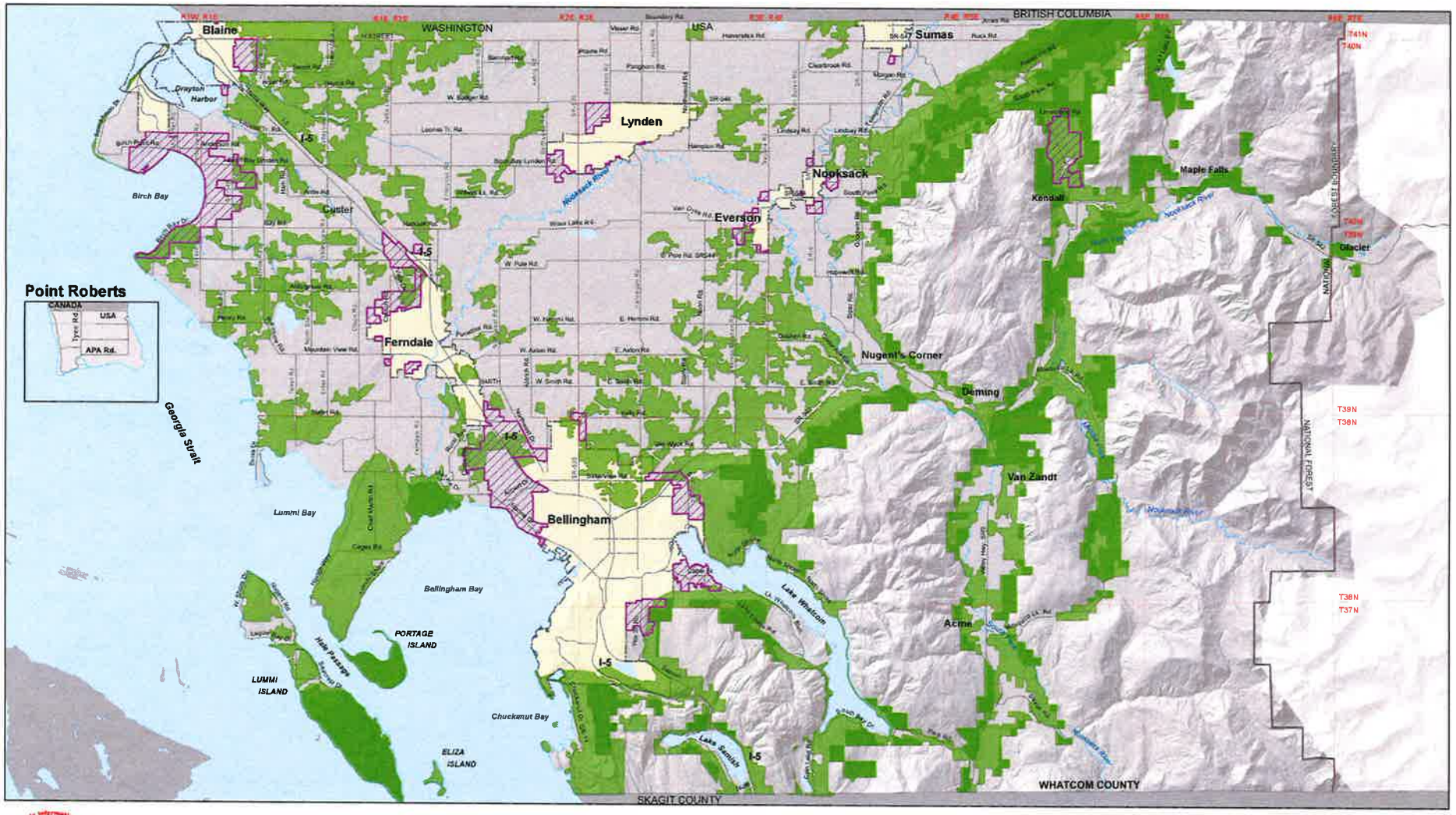
Appendix B



Whatcom County Foresty Priority Areas

Rural Forestry Zone and Washington Forest Action Plan Priority Conservation Areas (outside Commercial Forestry Zone)

N

Forestry Priority Areas
Urban Growth Areas
Incorporated City

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Miles
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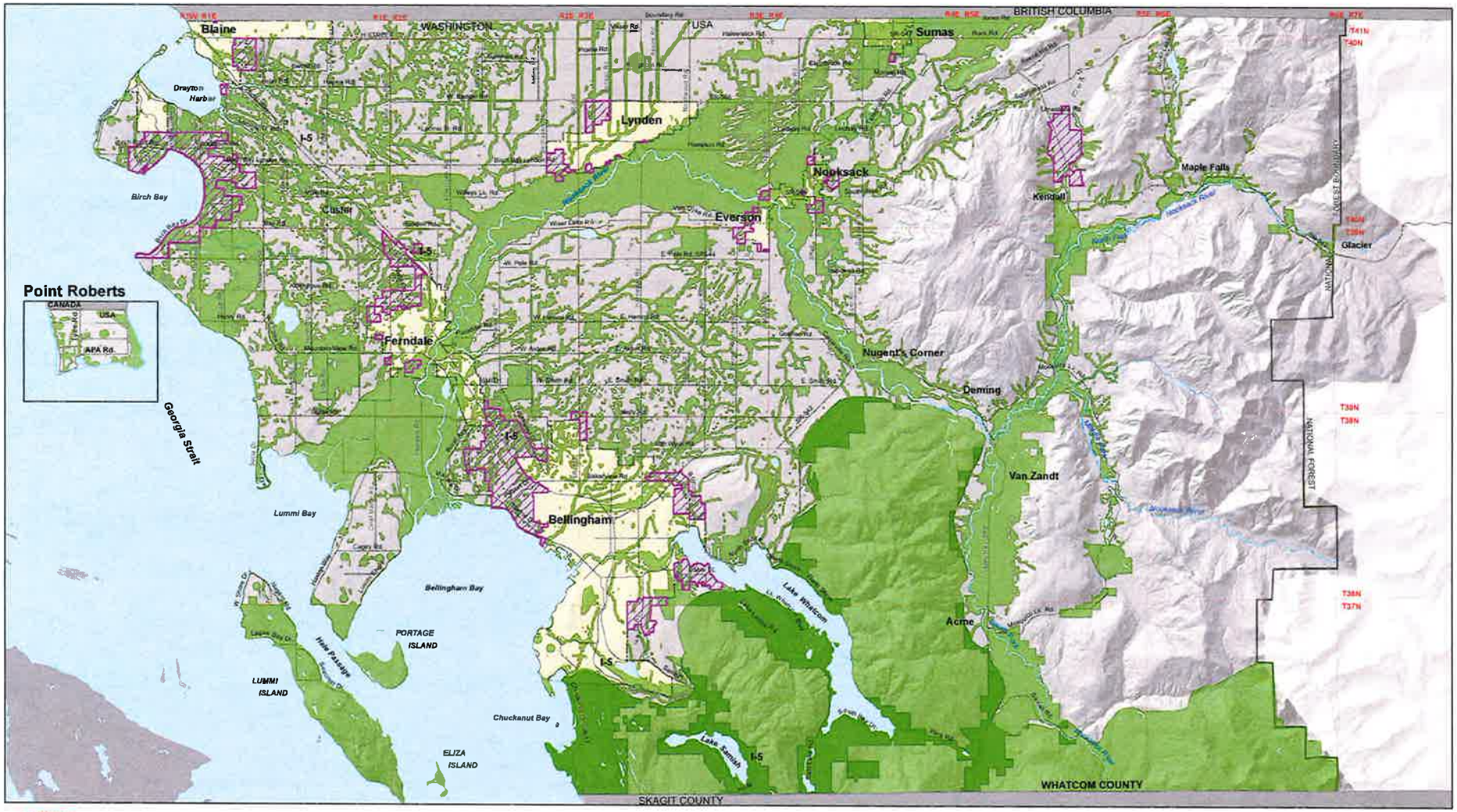

Whatcom County Ecological Priority Areas

Habitat Conservation Areas and FEMA Floodplain (outside of Commercial Forestry Zone)

N

Hab. Conservation Areas/Fema Floodplain

Urban Growth Areas

Incorporated City

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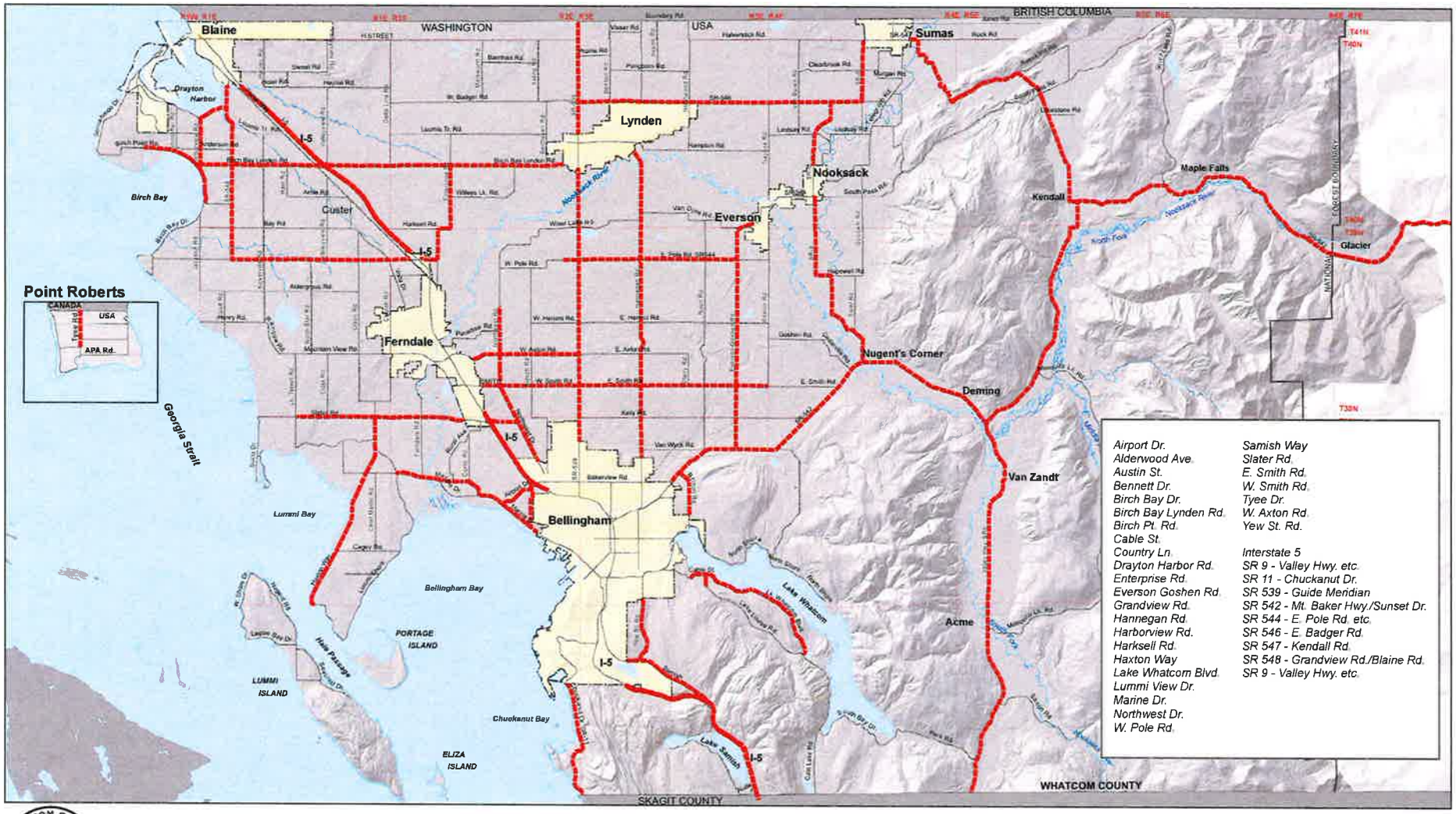
Miles

0 0.5 1 2 3 4

Appendix D



Whatcom County

Major Roads - >3,000 Average Daily Trips

Geographic Information Systems 2018

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0 0.5 1 2 3 4 Miles

APPENDIX E

Soils List

Soil #	Soil Name	APO y/n	LESA Group	PRIME	STATEWIDE IMPORTANCE	Site Index
1	ANDIC CRYOCHREPTS - 60 TO 90% SLOPES	N	0	0		
2	ANDIC CRYOCHREPTS-ROCK OUTCROP COMPLEX - 60 TO 90% SLOPES	N	0	0		
3	ANDIC XEROCHREPTS - 60 TO 90% SLOPES	N	0	0		3
4	ANDIC XEROCHREPTS-ROCK OUTCROP COMPLEX - 60 TO 90% SLOPES	N	0	0		3
5	ANDIC XEROCHREPTS-COOL ROCK OUTCROP COMPLEX-60 TO 90% SLOPES	N	0	0		4
6	BARNESTON GRAVELLY LOAM - 0 TO 8% SLOPES	N	0	0		2
7	BARNESTON VERY GRAVELLY LOAM - 8 TO 15% SLOPES	N	0	0		2
8	BARNESTON VERY GRAVELLY LOAM - 15 TO 30% SLOPES	N	0	0		2
9	BARNESTON VERY GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		2
10	BARNHARDT GRAVELLY LOAM - 0 TO 5% SLOPES	N	4	4		3
11	BELLINGHAM SILTY CLAY LOAM - 0 TO 2% SLOPES	N	0	2		
12	BIRCHBAY SILT LOAM - 0 TO 3% SLOPES	Y	1	1		3
13	BIRCHBAY SILT LOAM - 3 TO 8% SLOPES	Y	1	1		3
14	BIRCHBAY SILT LOAM - 8 TO 15% SLOPES	N	0	0	yes	3
15	BLAINEGATE SILTY CLAY - 0 TO 1% SLOPES	N	0	0		
16	BLAINEGATE-URBAN LAND COMPLEX - 0 TO 1% SLOPES	N	0	0		
17	BLETHEN GRAVELLY LOAM - 5 TO 15% SLOPES	N	0	0	yes	3
18	BLETHEN GRAVELLY LOAM - 15 TO 30% SLOPES	N	0	0	yes	3
19	BLETHEN GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		3
20	BLETHEN VERY BOULDERY LOAM - 5 TO 40% SLOPES	N	0	0		3
21	BOROSAPRISTS - 0 TO 2% SLOPES	N	0	0		
22	BRISCOT SILT LOAM DRAINED - 0 TO 2% SLOPES	Y	3	5		
23	BRISCOT ORIDIA AND SUMAS SOILS - 0 TO 2% SLOPES	N	0	5		
2	CHUCKANUT LOAM - 3 TO 8% SLOPES	N	0	1		
25	CHUCKANUT LOAM-BEDROCK SUBSTRATUM - 5 TO 15% SLOPES	N	0	0	yes	2
26	CHUCKANUT LOAM-BEDROCK SUBSTRATUM - 15 TO 30% SLOPES	N	0	0	yes	2
27	CHUCKANUT LOAM-BEDROCK SUBSTRATUM - 30 TO 60% SLOPES	N	0	0		2
28	CHUCKANUT-SHALCAR COMPLEX - 0 TO 15% SLOPES	N	0	0	yes	2
29	CHUCKANUT-URBAN LAND COMPLEX - 5 TO 20% SLOPES	N	0	0		2
30	CLENDENEN GRAVELLY SILT LOAM - 5 TO 30% SLOPES	N	0	0		
31	CLIPPER SILT LOAM-DRAINED - 0 TO 2% SLOPES	Y	2	2		
32	COMAR SILT LOAM - 5 TO 15% SLOPES	N	0	0	yes	2
33	COMAR SILT LOAM - 15 TO 30% SLOPES	N	0	0	yes	2
34	COMAR SILT LOAM - 30 TO 60% SLOPES	N	0	0		2
35	CRINKER VERY CHANNERY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
36	CUPPLES GRAVELLY LOAM - 5 TO 30% SLOPES	N	0	0		2
37	CUPPLES GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		2
38	DEKAPEN LOAM - 8 TO 25% SLOPES	N	0	0		3
39	DEMING GRAVELLY SILT LOAM - 5 TO 30% SLOPES	N	0	0		
40	DEMING GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
41	DIOBSUD GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
42	EDFRO VERY GRAVELLY SILT LOAM - 8 TO 30% SLOPES	N	0	0		
43	EDFRO VERY GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		

44	EDFRO VERY STONY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
45	EDMONDS-WOODLYN LOAMS - DRAINED - 0 TO 2% SLOPES	Y	3	3		
46	ELIZA SILT LOAM - DRAINED - 0 TO 1% SLOPES	N	0	0		
47	ELIZA-TACOMA SILT LOAMS - 0 TO 1% SLOPES	N	0	0		
48	EVERETT GRAVELLY SANDY LOAM-HARD SUBSTRATUM - 2 TO 8% SLOPES	N	0	0		3
49	EVERETT VERY GRAVELLY SANDY LOAM - 8 TO 15% SLOPES	N	0	0		3
50	EVERETT VERY GRAVELLY SANDY LOAM - 15 TO 35% SLOPES	N	0	0		3
51	EVERETT COMPLEX - 2 TO 8% SLOPES	N	0	0		3
52	EVERETT-URBAN LAND COMPLEX - 5 TO 20% SLOPES	N	0	0		3
53	EVERSON SILT LOAM-DRAINED - 0 TO 2% SLOPES	N	2	2		
54	FISHTRAP MUCK-DRAINED - 0 TO 2% SLOPES	Y	3	2		
55	GALLUP SILT LOAM - 30 TO 60% SLOPES	N	0	0		
56	GALLUP SILT LOAM - 60 TO 80%	N	0	0		
57	GALLUP SILT LOAM-COLD - 30 TO 60% SLOPES	N	0	0		
58	GALLUP SILT LOAM-COLD - 60 TO 80% SLOPES	N	0	0		
59	GETCHELL LOAM - 3 TO 30% SLOPES	N	0	0		
60	GETCHELL LOAM - 30 TO 60% SLOPES	N	0	0		
61	HALE SILT LOAM - 0 TO 2% SLOPES	N	0	2		4
62	HALE SILT LOAM-DRAINED - 0 TO 2% SLOPES	Y	2	2		4
63	HALLENTON SILT LOAM-DRAINED - 0 TO 1% SLOPES	N	0	2		
64	HANNEGAN VERY GRAVELLY LOAM - 15 TO 40% SLOPES	N	0	0		
65	HARTNIT SILT LOAM-COLD - 5 TO 30% SLOPES	N	0	0		
66	HARTNIT SILT LOAM-COLD - 30 TO 60% SLOPES	N	0	0		
67	HARTNIT-GALLUP-ROCK OUTCROP COMPLEX - 50 TO 80% SLOPES	N	0	0		
68	HEISLER VERY GRAVELLY SILT LOAM - 8 TO 30%	N	0	0		2
69	HEISLER VERY GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		2
70	HINKER VERY CHANNERY SILT LOAM - 5 TO 30% SLOPES	N	0	0		
71	HINKER VERY CHANNERY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
72	HISTOSOLS-PONDED - 0 TO 1% SLOPES	N	0	0		
73	HOVDE SILT LOAM - 0 TO 2% SLOPES	N	0	0		
74	HOZOMEEN GRAVELLY LOAM - 20 TO 45% SLOPES	N	0	0		
75	HYDRAQUENTS-TITAL - 0 TO 1% SLOPES	N	0	0		
76	JACKMAN GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
77	JORGENSEN GRAVELLY SILT LOAM - 3 TO 15% SLOPES	N	0	0		
78	JUG VERY GRAVELLY LOAM - 3 TO 15% SLOPES	N	0	0		2
79	KICKERVILLE SILT LOAM - 0 TO 3% SLOPES	Y	1	1		2
80	KICKERVILLE SILT LOAM -3 TO 8% SLOPES	Y	1	1		2
81	KICKERVILLE SILT LOAM - 8 TO 15% SLOPES	N	0	0	yes	2
82	KICKERVILLE-URBAN LAND COMPLEX - 0 TO 3% SLOPES	N	0	0		2
83	KINDY GRAVELLY SILT LOAM - 8 TO 30% SLOPES	N	0	0		4
84	KINDY GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		4
85	KINDY-OSO COMPLEX - 5 TO 40% SLOPES	N	0	0		
86	KLAWATTI VERY GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		
87	KLAWATTI V. GRAVELLY SANDY LOAM-SERPENTINE-10 TO 30% SLOPES	N	0	0		
88	KLAWATTI V. GRAVELLY SANDY LOAM-SERPENTINE-10 TO 30% SLOPES	N	0	0		
89	KLAWATTI-ROCK OUTCROP COMPLEX - 60 TO 80% SLOPES	N	0	0		
90	KLINE GRAVELLY SANDY LOAM - 2 TO 8% SLOPES	N	0	0		3
91	KULSHAN LOAM - 5 TO 30% SLOPES	N	0	0		
92	KILSHAN LOAM - 30 TO 60% SLOPES	N	0	0		
93	LABOUNTY SILT LOAM - 0 TO 2% SLOPES	N	4	2		

94	LABOUNTY SILT LOAM-DRAINED - 0 TO 2% SLOPES	N	0	2		
95	LARUSH SILT LOAM - 0 TO 3% SLOPES	Y	3	3		2
96	LAXTON LOAM - 0 TO 30% SLOPES	Y	1	1		2
97	LAXTON LOAM - 3 TO 8% SLOPES	Y	1	1		2
98	LAXTON LOAM - 8 TO 15% SLOPES	N	0	0	yes	2
99	LYNDEN SANDY LOAM	Y	1	4		3
100	LYNDEN SANDY LOAM - 3 TO 7% SLOPES	Y	1	4		3
101	LYNDEN-URBAN LAND COMPLEX - 0 TO 5% SLOPES	N	0	0		3
102	LYNNWOOD SANDY LOAM - 0 TO 5% SLOPES	N	0	0		3
103	LYNNWOOD SANDY LOAM - 5 TO 20% SLOPES	N	0	0	yes	3
104	MONTBORNE GRAVELLY LOAM - 5 TO 30% SLOPES	N	0	0		3
105	MONTBORNE GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		3
106	MONTBORNE-RINKER COMPLEX - 30 TO 60% SLOPES	N	0	0		3
107	MT. VERNON FINE SANDY LOAM - 0 TO 2% SLOPES	Y	2	3		2
108	NATI LOAM - 5 TO 15% SLOPES	N	0	0	yes	2
109	NATO LOAM = 15 TO 30% SLOPES	N	0	0	yes	2
110	NATI LOAM - 30 TO 60% SLOPES	N	0	0		3
111	NEPTUNE VERY GRAVELLY SANDY LOAM- 0 TO 3% SLOPES	N	0	0		3
112	OAKES VERY GRAVELLY LOAM - 8 TO 30% SLOPES	N	0	0		2
113	OAKES VERY GRAVELLY LOAM - 3O TO 60% SLOPES	N	0	0		2
114	OAKES VERY GRAVELLY LOAM - 60 TO 80% SLOPES	N	0	0		4
115	ORIDIA SILT LOAM-DRAINED - 0 TO 2% SLOPES	Y	3	5		
116	PANGBORN MUCK-DRAINED - 0 TO 2% SLOPES	Y	3	2		
117	PICKETT-ROCK OUTCROP COMPLEX - 5 TO 30% SLOPES	N	0	0		4
118	PICKETT-ROCK OUTCROP COMPLEX - 30 TO 60% SLOPES	N	0	0		4
119	PILCHUCK LOAMY FINE SAND - 0 TO 3% SLOPES	N	0	0		3
120	PITS	N	0	0		
121	POTCHUB LOAM - 8 TO 30% SLOPES	N	0	0		
122	POTCHUB LOAM - 30 TO 60% SLOPES	N	0	0		
123	PUGET SILT LOAM-DRAINED - 0 TO 2% SLOPES	Y	3	5		
124	PUYALLUP FINE SANDY LOAM - 0 TO 2% SLOPES	Y	2	3		2
125	REVEL LOAM - 5 TO 30% SLOPES	N	0	0		4
126	REVEL LOAM - 30 TO 60% SLOPES	N	0	0		4
127	REVEL-WELCOME-ROCK OUTCROP COMPLEX - 30 TO 60% SLOPES	N	0	0		4
128	RINKER VERY CHANNERY SILT LOAM - 8 TO 30% SLOPES	N	0	0		3
129	RINKER VERY CHANNERY SILT LOAM - 30 TO 60% SLOPES	N	0	0		3
130	RIVERWASH	N	0	0		
131	ROCK OUTCROP	N	0	0		
132	ROCK OUTCROP-KULSHAN COMPLEX - 60 TO 90% SLOPES	N	0	0		
133	RUBBLE LAND	N	0	0		
134	SAAR GRAVELLY SILT LOAM - 5 TO 30% SLOPES	N	0	0		
135	SAAR GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
136	SAAR-HARTNIT COMPLEX - 5 TO 40% SLOPES	N	0	0		
137	SANDUN VERY GRAVELLY SANDY LOAM - 5 TO 30% SLOPES	N	0	0		
138	SANDUN VERY GRAVELLY SANDY LOAM - 30 TO 60% SLOPES	N	0	0		
139	SEHOME LOAM - 2 TO 8% SLOPES	Y	0	1		2
140	SEHOME LOAM - 8 TO 15% SLOPES	N	0	0	yes	2
141	SEHOME GRAVELLY LOAM - 15 TO 30% SLOPES	N	0	0	yes	2
142	SEHOME GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		2
143	SHALCAR MUCK-DRAINED - 0 TO 2% SLOPES	Y	3	2		

144	SHALCAR AND FISHTRAP SOILS - 0 TO 2% SLOPES	N	0	2		
145	SHUKSAN GRAVELLY SILT LOAM - 5 TO 30% SLOPES	N	0	0		
146	SHUKSAN GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
147	SHUKSAN-KULSHAN-ROCK OUTCROP COMPLEX - 50 TO 80% SLOPES	N	0	0		
148	SKIPOPA SILT LOAM - 0 TO 8% SLOPES	Y	0	1		3
149	SKIPOPA-BLAINEGATE COMPLEX - 0 TO 8% SLOPES	N	0	0		3
150	SKYKOMISH VERY GRAVELLY LOAM - 3 TO 30% SLOPES	N	0	0		3
151	SNOHOMISH SILT LOAM-DRAINED - 0 TO 2% SLOPES	Y	3	5		
152	SNOQUALMIE GRAVELLY LOAMY SAND - 0 TO 3% SLOPES	N	0	0		3
153	SORENSEN VERY GRAVELLY SILT LOAM - 8 TO 30% SLOPES	N	0	0		2
154	SORENSEN VERY GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		2
155	SPRINGSTEEN VERY GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		
156	SQUALICUM GRAVELLY LOAM - 5 TO 15% SLOPES	N	0	0	yes	2
157	SQUALICUM GRAVELLY LOAM - 15 TO 30% SLOPES	N	0	0	yes	2
158	SQUALICUM GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		2
159	SQUALICUM-URBAN LAND COMPLEX - 5 ATO 20% SLOPES	N	0	0		2
160	SQUIRES VERY CHANNERY LOAM - 5 TO 30% SLOPES	N	0	0		2
161	SQUIRES VERY CHANNERY LOAM - 30 TO 60% SLOPES	N	0	0		2
162	SUMAS SILT LOAM-DRAINED - 0 TO 2% SLOPES	Y	3	5		
163	TACOMA SILT LOAM - 0 TO 1% SLOPES	N	0	0		
164	TACOMA SILT LOAM-DRAINED - 0 TO 1% SLOPES	N	0	0		
165	TROMP LOAM - 0 TO 2% SLOPES	Y	1	1		3
166	TWINSI VERY GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		
167	TWINSI VERY STONY LOAM - 30 TO 60% SLOPES	N	0	0		
168	TYPIC CRYORTHODS - 60 TO 90% SLOPES	N	0	0		
169	TYPIC CRYORTHODS-ROCK OUTCROP COMPLEX - 60 TO 90% SLOPES	N	0	0		
170	TYPIC PSAMMAQUENTS-TIDAL - 0 TO 1% SLOPES	N	0	0		
171	URBAN LAND	N	0	0		
172	URBAN LAND-WHATCOM-LABOUNTY COMPLEX - 0 TO 8% SLOPES	N	0	0		2
173	VANZANDT VERY GRAVELLY LOAM - 5 TO 15% SLOPES	N	0	0		2
174	VANZANDT VERY GRAVELLY LOAM - 15 TO 30% SLOPES	N	0	0		2
175	VANZANDT VERY GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		2
176	WELCOME LOAM - 5 TO 30% SLOPES	N	0	0		3
177	WELCOME LOAM - 30 TO 60% SLOPES	N	0	0		3
178	WHATCOM SILT LOAM - 0 TO 3% SLOPES	Y	2	1		2
179	WHATCOM SILT LOAM - 3 TO 8% SLOPES	Y	4	1		2
180	WHATCOM SILT LOAM - 8 TO 15% SLOPES	N	0	0	yes	2
181	WHATCOM SILT LOAM - 30 TO 60% SLOPES	N	0	0		2
182	WHATCOM-LABOUNTY SILT LOAMS - 0 TO 8% SLOPES	N	4	2		2
183	WHATCOM-LABOUNTY SILT LOAMS - 0 TO 15% SLOPES	N	0	0		2
184	WHITEHORN WILT LOAM - 0 TO 2% SLOPES	Y	3	2		
185	WICKERSHAM CHANNERY SILT LOAM - 0 TO 8% SLOPES	N	4	4		2
186	WINSTON SILT LOAM - 0 TO 3% SLOPES	Y	0	1		2
187	WINSTON LOAM - 3 TO 15% SLOPES	N	0	0	yes	2
188	WINSTON LOAM - 15 TO 40% SLOPES	N	0	0	yes	2
189	WISEMAN VERY CHANNERY SAND LOAM - 0 TO 8% SLOPES	N	0	0		3
190	WOLLARD GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
191	YELM LOAM - 3 TO 8% SLOPES	Y	1	1		2
192	YELM-URBAN LAND COMPLEX - 0 TO 3% SLOPES	N	0	0		2

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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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~~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 ~~instructed to assist~~formed and tasked with assisting County staff in ~~developing~~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

~~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~~help to ~~sustaining~~sustain the farming ~~enterprise in~~and forestry enterprises as well as support healthy ecosystem function throughout Whatcom County.

B. Principles

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

1. ~~Contribute to the Preservation of~~Preserve the County's Agricultural ~~Land Base~~lands, 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~~into the ~~agricultural core~~Agricultural District;
   ~~b. Reduce development potential within the agricultural core;~~
   c. Consolidate and protect ~~large~~ areas of agricultural land; 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~~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~~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; ~~and~~
~~c~~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~~land forestry lands, as well as areas of ecological importance that will:

a. Create community support for agricultural and forestry preservation initiatives;
~~b~~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
c. Leverage other public and private ~~fund~~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, Beard 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 Fork.~~ 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 Area 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.

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.~~
1. Availability of funding to expand the program and ~~2.~~

~~1.~~2.Advancement of PDR Program objectives. Priority ~~farmlands~~lands will continue to receive preference over other ~~farmland~~lands through weighted selection criteria.

All applicants for PDR Program participation must be within an Agriculture, Rural, Rural Residential, or Rural Forestry zoning ~~designation~~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.

~~In all selection rounds, valid~~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

~~A.~~C. Adjacent land is conserved by easement or other means (Whatcom Land ~~Evaluation~~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, ~~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 ~~C~~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:

LESA Rating	APO or Non-APO Prime 1	Non-APO - Prime 2-~~68~~	Soils of Statewide Importance	~~None~~Site Index
1	100	90	0	0
2	95	85	0	0
3	90	80	0	0
4	85	75	0	0
No Rating	80	70	50	0
Site Index Rating				
1	0	0	0	60
2	0	0	0	50
3	0	0	0	40
4	0	0	0	30
5	0	0	0	20

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:

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

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.~~33~~35, but is subject to ongoing review by the Committee).

~~2. Site~~3. 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
   ~~1. 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 100pts~~

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

~~a. >1 mile 0 pts~~
~~a.d. b. ½ to 1 mile~~ 25 pts
~~c. ¼ to ½ mile~~

B. Water Flow Restoration ~ Is property owner willing to restore ecosystem processes beyond the minimum required practices?
   a. Yes..... 50 pts
   ~~d. <¼ mile 75 pts~~
   ~~e. Adjacent 100 pts~~

~~E.A. Percent of parcel actively farmed~~

~~a.~~ b.
Maybe/No..... 0~~-25%-25~~ pts

C. Site contains conservation values (viewsheds, wetlands, notable wildlife habitat, other critical areas)
a. Yes.....
~~b. 26-50%~~ 50 pts
~~c. 51-75% 75 pts~~
~~d. >75% 100 pts~~

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

b. No.....0 pts
~~a. 0-2~~
~~20 pts~~
~~b. 3 40 pts~~
~~c. 4 60 pts~~
~~d. 5 80 pts~~
~~e. >/- 6 100pts~~

~~G. Water Rights documentation available~~

~~a. Yes 100 pts~~
~~b. No 50 pts~~

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.~~33~~10, but is subject to ongoing review by the Committee).

~~3~~4. Special Considerations

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

B. Bargain Sale Opportunity below market value
~~2.~~1. 91%-Full Value.....
~~b. No~~ 0 pts

~~H. Site contains conservation values (viewsheds, wetlands, wildlife habitat, other)~~
~~a. Yes 50 pts~~
2. ~~b. No~~ 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 :
~~0 pts~~

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~~10, but is subject to ongoing review by the Committee).

~~4. Bargain Sale Opportunity~~

~~I. Sale below market value~~
~~a. 91% Full Value 0 pts~~
~~b. 71% 90% 33 pts~~

5. Matching Funds Secured

1. 100% secured..... 100 pts
2. 75% secured..... 75 pts
~~3.~~ ~~c. 50% 70% 66%~~
secured..... 50 pts
~~d. < 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~~

~~Increases the amount of preserved farmland in target or rural study area to:~~
~~a. Not in target area 0 pts~~
~~3.~~ ~~b. <25%~~
secured..... 25 pts
5. 0% secured..... 0pts

~~c. 25 50% 50 pts~~
~~d. 51 75% 75 pts~~
~~e. >75% 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.~~22~~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~~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 56: 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 67: 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 ~~7~~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 ~~8~~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 ~~9~~10: The Administrator or designee ~~initiates the pricing estimation process using the formula developed by a consulting appraiser and periodically updated OR~~ aprovides 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.

Step 14: If the property owner believes that the ~~farmland~~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 ~~farmland~~ 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 ~~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~~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 ~~agricultural uses, and that has a high potential for returning to commercial agriculture, and~~the above values,
4. ~~Consist primarily of productive agricultural soils (APO soils) and,~~
5. 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.

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~~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 Appriasal 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~~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 ~~Plan (and Rural 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 ~~farm~~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 ~~farmland~~land 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

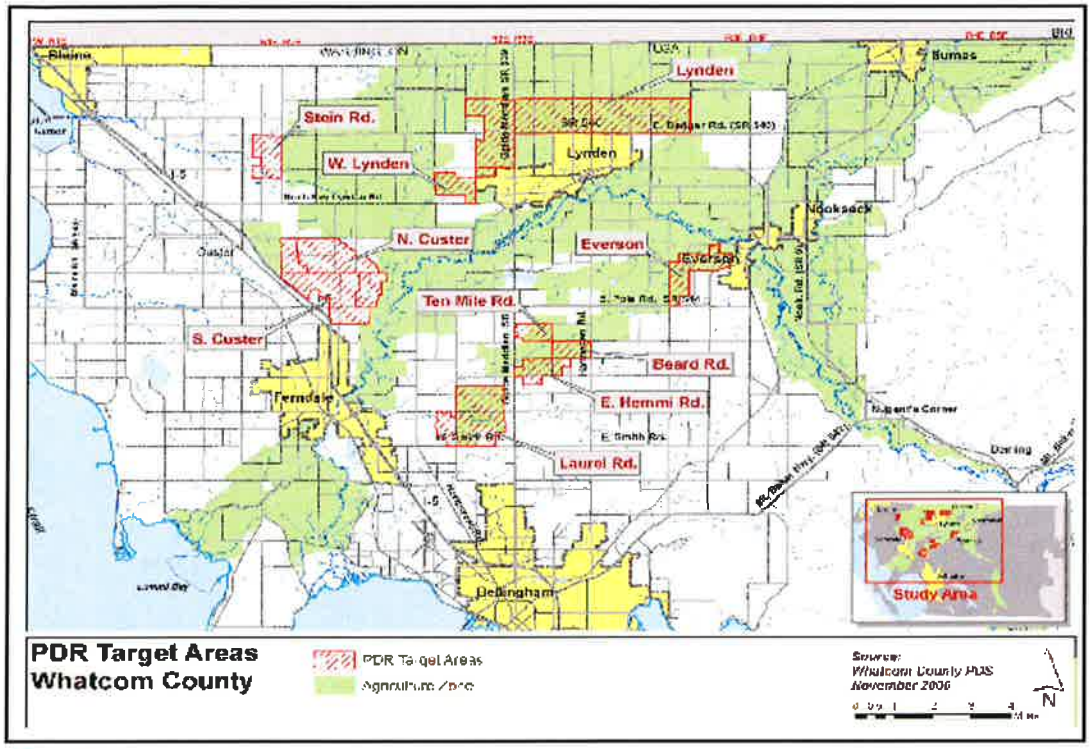
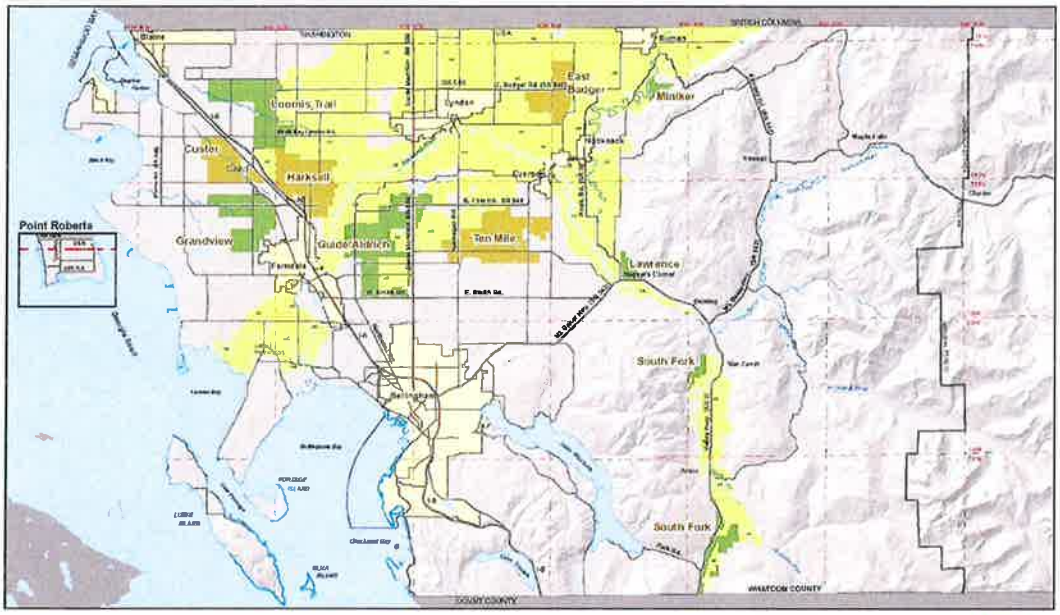


Figure 1

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

Soil #	Soil Name	APO y/n	LESA Group	PRIME	STATEWIDE IMPORTANCE	Site Index
1	ANDIC CRYOCHREPTS - 60 TO 90% SLOPES	N	0	0		
2	ANDIC CRYOCHREPTS-ROCK OUTCROP COMPLEX - 60 TO 90% SLOPES	N	0	0		
3	ANDIC XEROCHREPTS - 60 TO 90% SLOPES	N	0	0		3
4	ANDIC XEROCHREPTS-ROCK OUTCROP COMPLEX - 60 TO 90% SLOPES	N	0	0		3
5	ANDIC XEROCHREPTS-COOL ROCK OUTCROP COMPLEX-60 TO 90% SLOPES	N	0	0		4
6	BARNESTON GRAVELLY LOAM - 0 TO 8% SLOPES	N	0	0		2
7	BARNESTON VERY GRAVELLY LOAM - 8 TO 15% SLOPES	N	0	0		2
8	BARNESTON VERY GRAVELLY LOAM - 15 TO 30% SLOPES	N	0	0		2
9	BARNESTON VERY GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		2
10	BARNHARDT GRAVELLY LOAM - 0 TO 5% SLOPES	N	4	4		3
11	BELLINGHAM SILTY CLAY LOAM - 0 TO 2% SLOPES	N	0	2		
12	BIRCHBAY SILT LOAM - 0 TO 3% SLOPES	Y	1	1		3
13	BIRCHBAY SILT LOAM - 3 TO 8% SLOPES	Y	1	1		3
14	BIRCHBAY SILT LOAM - 8 TO 15% SLOPES	N	0	0	yes	3
15	BLAINEGATE SILTY CLAY - 0 TO 1% SLOPES	N	0	0		
16	BLAINEGATE-URBAN LAND COMPLEX - 0 TO 1% SLOPES	N	0	0		
17	BLETHEN GRAVELLY LOAM - 5 TO 15% SLOPES	N	0	0	yes	3
18	BLETHEN GRAVELLY LOAM - 15 TO 30% SLOPES	N	0	0	yes	3
19	BLETHEN GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		3
20	BLETHEN VERY BOULDERY LOAM - 5 TO 40% SLOPES	N	0	0		3
21	BOROSAPRISTS - 0 TO 2% SLOPES	N	0	0		
22	BRISCOT SILT LOAM DRAINED - 0 TO 2% SLOPES	Y	3	5		
23	BRISCOT ORIDIA AND SUMAS SOILS - 0 TO 2% SLOPES	N	0	5		
24	CHUCKANUT LOAM - 3 TO 8% SLOPES	N	0	1		
25	CHUCKANUT LOAM-BEDROCK SUBSTRATUM - 5 TO 15% SLOPES	N	0	0	yes	2
26	CHUCKANUT LOAM-BEDROCK SUBSTRATUM - 15 TO 30% SLOPES	N	0	0	yes	2
27	CHUCKANUT LOAM-BEDROCK SUBSTRATUM - 30 TO 60% SLOPES	N	0	0		2
28	CHUCKANUT-SHALCAR COMPLEX - 0 TO 15% SLOPES	N	0	0	yes	2
29	CHUCKANUT-URBAN LAND COMPLEX - 5 TO 20% SLOPES	N	0	0		2
30	CLENDENEN GRAVELLY SILT LOAM - 5 TO 30% SLOPES	N	0	0		
31	CLIPPER SILT LOAM-DRAINED - 0 TO 2% SLOPES	Y	2	2		
32	COMAR SILT LOAM - 5 TO 15% SLOPES	N	0	0	yes	2
33	COMAR SILT LOAM - 15 TO 30% SLOPES	N	0	0	yes	2
34	COMAR SILT LOAM - 30 TO 60% SLOPES	N	0	0		2
35	CRINKER VERY CHANNERY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
36	CUPPLES GRAVELLY LOAM - 5 TO 30% SLOPES	N	0	0		2
37	CUPPLES GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		2
38	DEKAPEN LOAM - 8 TO 25% SLOPES	N	0	0		3
39	DEMING GRAVELLY SILT LOAM - 5 TO 30% SLOPES	N	0	0		
40	DEMING GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
41	DIOBSUD GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
42	EDFRO VERY GRAVELLY SILT LOAM - 8 TO 30% SLOPES	N	0	0		
43	EDFRO VERY GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		

44	EDFRO VERY STONY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
45	EDMONDS-WOODLYN LOAMS - DRAINED - 0 TO 2% SLOPES	Y	3	3		
46	ELIZA SILT LOAM - DRAINED - 0 TO 1% SLOPES	N	0	0		
47	ELIZA-TACOMA SILT LOAMS - 0 TO 1% SLOPES	N	0	0		
48	EVERETT GRAVELLY SANDY LOAM-HARD SUBSTRATUM - 2 TO 8% SLOPES	N	0	0		3
49	EVERETT VERY GRAVELLY SANDY LOAM - 8 TO 15% SLOPES	N	0	0		3
50	EVERETT VERY GRAVELLY SANDY LOAM - 15 TO 35% SLOPES	N	0	0		3
51	EVERETT COMPLEX - 2 TO 8% SLOPES	N	0	0		3
52	EVERETT-URBAN LAND COMPLEX - 5 TO 20% SLOPES	N	0	0		3
53	EVERSON SILT LOAM-DRAINED - 0 TO 2% SLOPES	N	2	2		
54	FISHTRAP MUCK-DRAINED - 0 TO 2% SLOPES	Y	3	2		
55	GALLUP SILT LOAM - 30 TO 60% SLOPES	N	0	0		
56	GALLUP SILT LOAM - 60 TO 80%	N	0	0		
57	GALLUP SILT LOAM-COLD - 30 TO 60% SLOPES	N	0	0		
58	GALLUP SILT LOAM-COLD - 60 TO 80% SLOPES	N	0	0		
59	GETCHELL LOAM - 3 TO 30% SLOPES	N	0	0		
60	GETCHELL LOAM - 30 TO 60% SLOPES	N	0	0		
61	HALE SILT LOAM - 0 TO 2% SLOPES	N	0	2		4
62	HALE SILT LOAM-DRAINED - 0 TO 2% SLOPES	Y	2	2		4
63	HALLENTON SILT LOAM-DRAINED - 0 TO 1% SLOPES	N	0	2		
64	HANNEGAN VERY GRAVELLY LOAM - 15 TO 40% SLOPES	N	0	0		
65	HARTNIT SILT LOAM-COLD - 5 TO 30% SLOPES	N	0	0		
66	HARTNIT SILT LOAM-COLD - 30 TO 60% SLOPES	N	0	0		
67	HARTNIT-GALLUP-ROCK OUTCROP COMPLEX - 50 TO 80% SLOPES	N	0	0		
68	HEISLER VERY GRAVELLY SILT LOAM - 8 TO 30%	N	0	0		2
69	HEISLER VERY GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		2
70	HINKER VERY CHANNERY SILT LOAM - 5 TO 30% SLOPES	N	0	0		
71	HINKER VERY CHANNERY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
72	HISTOSOLS-PONDED - 0 TO 1% SLOPES	N	0	0		
73	HOVDE SILT LOAM - 0 TO 2% SLOPES	N	0	0		
74	HOZOMEEN GRAVELLY LOAM - 20 TO 45% SLOPES	N	0	0		
75	HYDRAQUENTS-TITAL - 0 TO 1% SLOPES	N	0	0		
76	JACKMAN GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
77	JORGENSEN GRAVELLY SILT LOAM - 3 TO 15% SLOPES	N	0	0		
78	JUG VERY GRAVELLY LOAM - 3 TO 15% SLOPES	N	0	0		2
79	KICKERVILLE SILT LOAM - 0 TO 3% SLOPES	Y	1	1		2
80	KICKERVILLE SILT LOAM -3 TO 8% SLOPES	Y	1	1		2
81	KICKERVILLE SILT LOAM - 8 TO 15% SLOPES	N	0	0	yes	2
82	KICKERVILLE-URBAN LAND COMPLEX - 0 TO 3% SLOPES	N	0	0		2
83	KINDY GRAVELLY SILT LOAM - 8 TO 30% SLOPES	N	0	0		4
84	KINDY GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		4
85	KINDY-OSO COMPLEX - 5 TO 40% SLOPES	N	0	0		
86	KLAWATTI VERY GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		
87	KLAWATTI V. GRAVELLY SANDY LOAM-SERPENTINE-10 TO 30% SLOPES	N	0	0		
88	KLAWATTI V. GRAVELLY SANDY LOAM-SERPENTINE-10 TO 30% SLOPES	N	0	0		
89	KLAWATTI-ROCK OUTCROP COMPLEX - 60 TO 80% SLOPES	N	0	0		
90	KLINE GRAVELLY SANDY LOAM - 2 TO 8% SLOPES	N	0	0		3
91	KULSHAN LOAM - 5 TO 30% SLOPES	N	0	0		
92	KILSHAN LOAM - 30 TO 60% SLOPES	N	0	0		
93	LABOUNTY SILT LOAM - 0 TO 2% SLOPES	N	4	2		

94	LABOUNTY SILT LOAM-DRAINED - 0 TO 2% SLOPES	N	0	2		
95	LARUSH SILT LOAM - 0 TO 3% SLOPES	Y	3	3		2
96	LAXTON LOAM - 0 TO 30% SLOPES	Y	1	1		2
97	LAXTON LOAM - 3 TO 8% SLOPES	Y	1	1		2
98	LAXTON LOAM - 8 TO 15% SLOPES	N	0	0	yes	2
99	LYNDEN SANDY LOAM	Y	1	4		3
100	LYNDEN SANDY LOAM - 3 TO 7% SLOPES	Y	1	4		3
101	LYNDEN-URBAN LAND COMPLEX - 0 TO 5% SLOPES	N	0	0		3
102	LYNNWOOD SANDY LOAM - 0 TO 5% SLOPES	N	0	0		3
103	LYNNWOOD SANDY LOAM - 5 TO 20% SLOPES	N	0	0	yes	3
104	MONTBORNE GRAVELLY LOAM - 5 TO 30% SLOPES	N	0	0		3
105	MONTBORNE GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		3
106	MONTBORNE-RINKER COMPLEX - 30 TO 60% SLOPES	N	0	0		3
107	MT. VERNON FINE SANDY LOAM - 0 TO 2% SLOPES	Y	2	3		2
108	NATI LOAM - 5 TO 15% SLOPES	N	0	0	yes	2
109	NATO LOAM = 15 TO 30% SLOPES	N	0	0	yes	2
110	NATI LOAM - 30 TO 60% SLOPES	N	0	0		3
111	NEPTUNE VERY GRAVELLY SANDY LOAM- 0 TO 3% SLOPES	N	0	0		3
112	OAKES VERY GRAVELLY LOAM - 8 TO 30% SLOPES	N	0	0		2
113	OAKES VERY GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		2
114	OAKES VERY GRAVELLY LOAM - 60 TO 80% SLOPES	N	0	0		4
115	ORIDIA SILT LOAM-DRAINED - 0 TO 2% SLOPES	Y	3	5		
116	PANGBORN MUCK-DRAINED - 0 TO 2% SLOPES	Y	3	2		
117	PICKETT-ROCK OUTCROP COMPLEX - 5 TO 30% SLOPES	N	0	0		4
118	PICKETT-ROCK OUTCROP COMPLEX - 30 TO 60% SLOPES	N	0	0		4
119	PILCHUCK LOAMY FINE SAND - 0 TO 3% SLOPES	N	0	0		3
120	PITS	N	0	0		
121	POTCHUB LOAM - 8 TO 30% SLOPES	N	0	0		
122	POTCHUB LOAM - 30 TO 60% SLOPES	N	0	0		
123	PUGET SILT LOAM-DRAINED - 0 TO 2% SLOPES	Y	3	5		
124	PUYALLUP FINE SANDY LOAM - 0 TO 2% SLOPES	Y	2	3		2
125	REVEL LOAM - 5 TO 30% SLOPES	N	0	0		4
126	REVEL LOAM - 30 TO 60% SLOPES	N	0	0		4
127	REVEL-WELCOME-ROCK OUTCROP COMPLEX - 30 TO 60% SLOPES	N	0	0		4
128	RINKER VERY CHANNERY SILT LOAM - 8 TO 30% SLOPES	N	0	0		3
129	RINKER VERY CHANNERY SILT LOAM - 30 TO 60% SLOPES	N	0	0		3
130	RIVERWASH	N	0	0		
131	ROCK OUTCROP	N	0	0		
132	ROCK OUTCROP-KULSHAN COMPLEX - 60 TO 90% SLOPES	N	0	0		
133	RUBBLE LAND	N	0	0		
134	SAAR GRAVELLY SILT LOAM - 5 TO 30% SLOPES	N	0	0		
135	SAAR GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
136	SAAR-HARTNIT COMPLEX - 5 TO 40% SLOPES	N	0	0		
137	SANDUN VERY GRAVELLY SANDY LOAM - 5 TO 30% SLOPES	N	0	0		
138	SANDUN VERY GRAVELLY SANDY LOAM - 30 TO 60% SLOPES	N	0	0		
139	SEHOME LOAM - 2 TO 8% SLOPES	Y	0	1		2
140	SEHOME LOAM - 8 TO 15% SLOPES	N	0	0	yes	2
141	SEHOME GRAVELLY LOAM - 15 TO 30% SLOPES	N	0	0	yes	2
142	SEHOME GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		2
143	SHALCAR MUCK-DRAINED - 0 TO 2% SLOPES	Y	3	2		

144	SHALCAR AND FISHTRAP SOILS - 0 TO 2% SLOPES	N	0	2		
145	SHUKSAN GRAVELLY SILT LOAM - 5 TO 30% SLOPES	N	0	0		
146	SHUKSAN GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
147	SHUKSAN-KULSHAN-ROCK OUTCROP COMPLEX - 50 TO 80% SLOPES	N	0	0		
148	SKIPOPA SILT LOAM - 0 TO 8% SLOPES	Y	0	1		3
149	SKIPOPA-BLAINEGATE COMPLEX - 0 TO 8% SLOPES	N	0	0		3
150	SKYKOMISH VERY GRAVELLY LOAM - 3 TO 30% SLOPES	N	0	0		3
151	SNOHOMISH SILT LOAM-DRAINED - 0 TO 2% SLOPES	Y	3	5		
152	SNOQUALMIE GRAVELLY LOAMY SAND - 0 TO 3% SLOPES	N	0	0		3
153	SORENSEN VERY GRAVELLY SILT LOAM - 8 TO 30% SLOPES	N	0	0		2
154	SORENSEN VERY GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		2
155	SPRINGSTEEN VERY GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		
156	SQUALICUM GRAVELLY LOAM - 5 TO 15% SLOPES	N	0	0	yes	2
157	SQUALICUM GRAVELLY LOAM - 15 TO 30% SLOPES	N	0	0	yes	2
158	SQUALICUM GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		2
159	SQUALICUM-URBAN LAND COMPLEX - 5 ATO 20% SLOPES	N	0	0		2
160	SQUIRES VERY CHANNERY LOAM - 5 TO 30% SLOPES	N	0	0		2
161	SQUIRES VERY CHANNERY LOAM - 30 TO 60% SLOPES	N	0	0		2
162	SUMAS SILT LOAM-DRAINED - 0 TO 2% SLOPES	Y	3	5		
163	TACOMA SILT LOAM - 0 TO 1% SLOPES	N	0	0		
164	TACOMA SILT LOAM-DRAINED - 0 TO 1% SLOPES	N	0	0		
165	TROMP LOAM - 0 TO 2% SLOPES	Y	1	1		3
166	TWINSI VERY GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		
167	TWINSI VERY STONY LOAM - 30 TO 60% SLOPES	N	0	0		
168	TYPIC CRYORTHODS - 60 TO 90% SLOPES	N	0	0		
169	TYPIC CRYORTHODS-ROCK OUTCROP COMPLEX - 60 TO 90% SLOPES	N	0	0		
170	TYPIC PSAMMAQUENTS-TIDAL - 0 TO 1% SLOPES	N	0	0		
171	URBAN LAND	N	0	0		
172	URBAN LAND-WHATCOM-LABOUNTY COMPLEX - 0 TO 8% SLOPES	N	0	0		2
173	VANZANDT VERY GRAVELLY LOAM - 5 TO 15% SLOPES	N	0	0		2
174	VANZANDT VERY GRAVELLY LOAM - 15 TO 30% SLOPES	N	0	0		2
175	VANZANDT VERY GRAVELLY LOAM - 30 TO 60% SLOPES	N	0	0		2
176	WELCOME LOAM - 5 TO 30% SLOPES	N	0	0		3
177	WELCOME LOAM - 30 TO 60% SLOPES	N	0	0		3
178	WHATCOM SILT LOAM - 0 TO 3% SLOPES	Y	2	1		2
179	WHATCOM SILT LOAM - 3 TO 8% SLOPES	Y	4	1		2
180	WHATCOM SILT LOAM - 8 TO 15% SLOPES	N	0	0	yes	2
181	WHATCOM SILT LOAM - 30 TO 60% SLOPES	N	0	0		2
182	WHATCOM-LABOUNTY SILT LOAMS - 0 TO 8% SLOPES	N	4	2		2
183	WHATCOM-LABOUNTY SILT LOAMS - 0 TO 15% SLOPES	N	0	0		2
184	WHITEHORN WILT LOAM - 0 TO 2% SLOPES	Y	3	2		
185	WICKERSHAM CHANNERY SILT LOAM - 0 TO 8% SLOPES	N	4	4		2
186	WINSTON SILT LOAM - 0 TO 3% SLOPES	Y	0	1		2
187	WINSTON LOAM - 3 TO 15% SLOPES	N	0	0	yes	2
188	WINSTON LOAM - 15 TO 40% SLOPES	N	0	0	yes	2
189	WISEMAN VERY CHANNERY SAND LOAM - 0 TO 8% SLOPES	N	0	0		3
190	WOLLARD GRAVELLY SILT LOAM - 30 TO 60% SLOPES	N	0	0		
191	YELM LOAM - 3 TO 8% SLOPES	Y	1	1		2
192	YELM-URBAN LAND COMPLEX - 0 TO 3% SLOPES	N	0	0		2

APPENDIX ~~D~~F

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

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. AB2018-274

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	GSS	9/18/18	RECEIVED SEP 18 2018 WHATCOM COUNTY COUNCIL	9/25/18	Natural Resources
Division Head:	GSS	9/18/18			
Dept. Head:					
Prosecutor:					
Purchasing/Budget:					
Executive:		9/17/18			

TITLE OF DOCUMENT:
Planning Unit discussion with Council regarding water resources management and funding.

ATTACHMENTS:
August 23, 2017 Planning Unit memo to council

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.)*
Planning Unit discussion with Council regarding water resources management and funding.

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: County Council and Whatcom County Executive
Cc: Jon Hutchings
From: WRIA 1 Planning Unit
Date: August 23, 2017
Re: Recommendations to the County to Improve Water Resources Management.

We suggest that you consider and adopt the following recommendations to improve water resources management by Whatcom County, as the Lead Agency in WRIA 1. The Planning Unit would like to review these recommendations with the County Council at the next Surface Water Work Session.

Goal:

Whatcom County will define, own, and invest money and resources as needed in a process that will lead to binding agreements in water resource management that will address local, state, and tribal concerns

A successful program must include:

- Accountability that withstands staff turnover;
- A clearly defined current work program;
- One- and two-year goals with staff assignments as well as long term goals;
- Coordination of work between various entities;
- Direct linkage with goals of the 2005 WRIA 1 Watershed Management Plan—Phase 1.

Recommendations to Accomplish the Goal:

1. Implement the Instream Flow Selection and Adoption Plan (IFAP) as outlined in the 2005 WRIA 1 Watershed Management Plan—Phase 1. Update the IFAP as required to meet current conditions. The WRIA 1 Watershed Management Project is currently best positioned to provide the community engagement and involvement required for this process. The update could include instream flows, water quantity, water quality, habitat, accountability.

2. Publicly develop a water resources program similar to the 2001 Whatcom County Comprehensive Water Resource Plan, which was essentially a budget document for County water resource programs. This would provide transparency and accountability for actions, better assurance of coordination, and explain the value of current and future funding.

   By developing the above program, the County can better track its progress in implementing the 2005 WRIA 1 Watershed Management Plan – Phase 1.

   Further, it would enhance public involvement by defining how current and planned programs are coordinated to best effect. The current water resources level of service and funding discussion is an example of how this would be helpful.

3. Establish consistent data collection and timely monitoring. Implement the Long Term Monitoring Program specified in the 2005 WRIA 1 Watershed Management Plan—Phase 1, and update as needed.

   Given the current water management environment, we cannot over-emphasize the need for investigative work that incorporates monitoring of aquifers with nearby streams to obtain the empirical data critical for assessing hydraulic continuity. Such work could be done as a pilot project at a few locations. This would address the *Hirst* decision as well as providing data to evaluate the potential benefits of measures such as moving wells farther from streams, stream augmentation, storage, ditch water level management, and other remedial and enhancement strategies.

WHATCOM COUNTY COUNCIL AGENDA BILL *NO.* 2018-066

CLEARANCES	*Initial*	*Date*	*Date Received in Council Office*	*Agenda Date*	*Assigned to:*
Originator:	*AL*	*09/25/18*	RECEIVED SEP 17 2018 WHATCOM COUNTY COUNCIL	*09/25/18*	*Finance Committee*
Division Head:					
Dept. Head:					
Prosecutor:					
Purchasing/Budget:					
Executive: TJ		9/17/18			

TITLE OF DOCUMENT:

Information Technology Manager, Perry Rice, will present IT's report to Council

ATTACHMENTS:
None

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

Information Technology Manager Perry Rice will present IT's report to Council

COMMITTEE ACTION:	***COUNCIL ACTION:***

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

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WHATCOM COUNTY COUNCIL AGENDA BILL *NO.* 2018-254

CLEARANCES	*Initial*	*Date*	*Date Received in Council Office*	*Agenda Date*	*Assigned to:*
Originator:	MDC	8/31/18	RECEIVED AUG 31 2018 WHATCOM COUNTY COUNCIL	*09/11/18*	*Intro*
Division Head:				*09/25/18*	*Finance Comm; Council*
Dept. Head:					
Prosecutor:		8-31-18			
Purchasing/Budget:	MDC	8/31/18			
Executive:		8.31.18			

TITLE OF DOCUMENT: 2018 Supplemental Budget Request #11

ATTACHMENTS: Ordinance, Memoranda & 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 #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:*
	9/11/2018: Introduced 7-0

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

PROPOSED BY: Executive
INTRODUCTION DATE: 09/11/18

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:

Fund	Expenditures	Revenues	Net Effect
General Fund			
Health	113,697	(122,441)	(8,744)
Non-Departmental	466,866	(466,866)	-
Sheriff	13,515	(13,515)	-
Total General Fund	**594,078**	**(602,822)**	**(8,744)**
Behavioral Health Program Fund	**50,000**	**(50,000)**	**-**
Countywide Emergency Medical Services Fund	**208,750**	**-**	**208,750**
Conservation Futures Fund	**95,182**	**(40,000)**	**55,182**
Total Supplemental	**948,010**	**(692,822)**	**255,188**

ADOPTED this ____ day of _____, 2018.

ATTEST:

WHATCOM COUNTY COUNCIL
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: _____

WHATCOM COUNTY				
Summary of the 2018 Supplemental Budget Ordinance No. 11				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
General Fund				
Health	To fund Criminal Justice Treatment Account programs from grant proceeds.	78,697	(87,441)	(8,744)
Health	To fund Project Now program from grant proceeds.	35,000	(35,000)	-
Non-Departmental	To fund What-Comm E911 equipment from grant proceeds.	466,866	(466,866)	-
Sheriff	To fund drug trafficking investigations (OCDETF) from grant proceeds.	13,515	(13,515)	-
Total General Fund		**594,078**	**(602,822)**	**(8,744)**
Behavioral Health Program Fund	To fund Peace Health - Grace program contract.	**50,000**	**(50,000)**	**-**
Countywide Emergency Medical Services Fund	To fund paramedic training	**208,750**	**-**	**208,750**
Conservation Futures Fund	To fund Sidhu Agriculture Conservation Easement - PDR	**95,182**	**(40,000)**	**55,182**
Total Supplemental		**948,010**	**(692,822)**	**255,188**

Supplemental Budget Request

Status: Pending

Health **Human Services**

Suppl ID # 2639 **Fund** 1 **Cost Center** 675600 **Originator:** Patty Proctor

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

Name of Request: Criminal Justice Treatment Account

X Regina A Delaney 8/24/18

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

Costs:	Object	Object Description	Amount Requested
	4334.0466	CJTA Treatment	($87,441)
	6610	Contractual Services	$78,697
	Request Total		***($8,744)***

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:

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

Status: Pending

Health | **Community Health**

Suppl ID # 2640 **Fund** 1 **Cost Center** 621206 **Originator:** Patty Proctor

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

Name of Request: Project Now

X Regina A Delaney 8/24/18

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

Costs:	Object	Object Description	Amount Requested
	4367.1000	Donations	($35,000)
	6120	Extra Help	$10,391
	6230	Social Security	$795
	6259	Worker's Comp-Interfund	$50
	6269	Unemployment-Interfund	$14
	6320	Office & Op Supplies	$50
	6340	Books-Publications-Supsc	$50
	6610	Contractual Services	$14,750
	6625	Software Maint Contracts	$500
	6780	Travel-Educ/Training	$8,190
	7140	Meeting Refreshments	$150
	7190	Other Miscellaneous	$60
	Request Total		***$0***

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.

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

WHATCOM COUNTY
EXECUTIVE'S OFFICE
County Courthouse
311 Grand Avenue, Suite #108
Bellingham, WA 98225-4082

Jack Louws
County Executive

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

Status: Pending

Executive

Supp'l ID # 2634 **Fund** 1 **Cost Center** 4282 **Originator:** Suzanne Mildner

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

Name of Request: What-Comm E911 Equipment Grant

X [signature] For J 8/20/18

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

Costs:	Object	Object Description	Amount Requested
	4334.0182	State Enhanced 911 Funds	($466,866)
	7220	Intergov Subsidies	$466,866
	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

WHATCOM COUNTY
SHERIFF'S OFFICE
BILL ELFO
SHERIFF

PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600

RECEIVED
AUG 23 2018
JACK LOUWS
COUNTY EXECUTIVE

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.

Supplemental Budget Request

Status: Pending

Sheriff **Operations**

Supp'l 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

X _____ 8/31/18

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

Costs:	*Object*	*Object Description*	*Amount Requested*
	4342.1013	Reimb Drug Enforcement	($13,515)
	6140	Overtime	$13,515
	Request Total		***$0***

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

Status: Pending

Health | **Human Services**

Suppl ID # 2638 **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

X Regina A Delaney 8/26/18

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

Costs:	Object	Object Description	Amount Requested
	4346.4010	Mental Health Chg	($50,000)
	6120	Extra Help	$9,178
	6230	Social Security	$702
	6259	Worker's Comp-Interfund	$441
	6269	Unemployment-Interfund	$12
	6610	Contractual Services	$39,667
	Request Total		***$0***

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:

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

Status: Pending

Non-Departmental

Supp'l ID # 2641 **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**

Costs:	Object	Object Description	Amount Requested
	6610	Contractual Services	$208,750
	Request Total		***$208,750***

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 Assitance 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

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax

Mark Personius, AICP
Director

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

Sidhu Conservation Easement	$80,000.00
- Easement monitoring and enforcement	$12,000.00
- Background Documents preparation	$1,800.00
- Escrow and closing costs	$1,381.58
Subtotal	$95,181.58
- 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

Status: Pending

Planning & Development Services **Planning**

Supp'l ID # 2643 ***Fund*** *175* ***Cost Center*** *17550* ***Originator:*** *Chris Elder*

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

Name of Request: Sidhu Agricultural Conservation Easement PDR

X Alexis Smith for Mark Personius 8/31/18

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

Costs:	*Object*	*Object Description*	*Amount Requested*
	4367.1000	Donations	($40,000)
	6610	Contractual Services	$12,000
	7320	Land	$83,182
	Request Total		***$55,182***

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 agricultural 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

goal. The addition of this farm to the PDR land base will occur in 2018.

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 (on-going 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

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-255

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	MDC	8/31/18	RECEIVED AUG 31 2018 WHATCOM COUNTY COUNCIL	09/11/18	Intro
Division Head:				09/25/18	Finance Comm.; Board of Supervisors
Dept. Head:					
Prosecutor:		8-31-18			
Purchasing/Budget:	MDC	8/31/18			
Executive:		8.31.18			

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:
	9/11/2018: Introduced 7-0

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

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

PROPOSED BY: Public Works
INTRODUCTION DATE: 09/11/18

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:

	Expenditures	Revenues	Net Effect
Flood Control Zone District - Natural Resources	**86,391**	**-**	**86,391**
Total Supplemental	**86,391**	**-**	**86,391**

ADOPTED this ____ day of _____, 2018

ATTEST:

WHATCOM COUNTY FCZD
BOARD OF SUPERVISORS
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Council Clerk

_____
Rud Browne, Chair of the Board of Supervisors

APPROVED AS TO FORM:

_____
Civil Deputy Prosecutor

	Expenditures	Revenues	Net Effect
Flood Control Zone District - Natural Resources	**86,391**	**-**	**86,391**
Total Supplemental	**86,391**	**-**	**86,391**

Supplemental Budget Request

Status: Pending

Public Works | **Natural Resources**

Supp'l ID # 2636 **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

X _____ 8/27/18

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

Costs:

Object	*Object Description*	*Amount Requested*
7210	Intergov Prof Svcs	$86,391
Request Total		***$86,391***

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 montioring 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.

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

NATURAL RESOURCES
322 N. Commercial, Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

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

WHATCOM COUNTY COUNCIL AGENDA BILL NO. 2018-260

CLEARANCES	*Initial*	*Date*	*Date Received in Council Office*	*Agenda Date*	*Assigned to:*
Originator:	*JNT*	*9/5/2018*	RECEIVED SEP 17 2018 WHATCOM COUNTY COUNCIL	*Sept. 25, 2018*	*Finance/ Board of Supervisors*
Division Head:		*9/10/18*			
Dept. Head:		*9/11/18*			
Prosecutor:	*KNF*	*9/5/2018*			
Purchasing/Budget:		*9/13/18*			
Executive:		*9/17/18*			

TITLE OF DOCUMENT:
Washington Department of Ecology 2018-2019 Washington Conservation Corps Crew Agreement

ATTACHMENTS:
- ***Memorandum***
- ***Agreement***

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

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

This agreement between Washington Department of Ecology and Whatcom County Flood Control Zone District (District) provides a 6-person crew to perform habitat restoration and water quality work. Total cost to the District is not to exceed $79,695. Whatcom County Parks and Recreation and the Nooksack Salmon Enhancement Association (NSEA) are co-sponsors under separate agreements. NSEA will house the crew and provide office and equipment space at their facility.

COMMITTEE ACTION:	***COUNCIL ACTION:***

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

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

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

NATURAL RESOURCES
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FAX: (360) 778-6231
www.whatcomcounty.us

RECEIVED
SEP 13 2018
JACK LOUWS
COUNTY EXECUTIVE

MEMORANDUM

TO: The 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
John N. Thompson, Senior Salmon Recovery Planner

DATE: September 10, 2018

RE: **Agreement with Washington Department of Ecology for 2018-2019 Washington Conservation Corps Crew Sponsorship**

Requested Action:
Enclosed are two (2) originals of a 2018-2019 Washington Conservation Corps Crew Agreement between the Washington Department of Ecology and Whatcom County Flood Control Zone District for your review and signature.

Background and Purpose:
Public Works proposes to sponsor a 6-member Washington Conservation Corps Crew for the 2018-2019 term. The crew will assist Public Works with salmon habitat, stormwater, and water quality monitoring and will be available for emergency response. The crew is shared with Whatcom County Parks and Recreation and the Nooksack Salmon Enhancement Association under separate agreements with Ecology.

Funding Amount and Source:
Funding for this agreement is included in the Public Works – Natural Resource Division 2018 budget and the 2019 proposed budget. The agreement is not to exceed $79,695.

Please contact Gary Stoyka at extension 6218, if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT
INFORMATION SHEET

Whatcom County Contract No.
201809006

Originating Department:	Public Works
Division/Program: *(i.e. Dept. Division and Program)*	907010/Natural Resources
Contract or Grant Administrator:	John N. Thompson, Senior Planner
Contractor's / Agency Name:	Washington Department of Ecology

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes ☐ No ☐
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): _____ CFDA#: _____

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

Is this contract the result of a RFP or Bid process? Contract
Yes ☐ No ☒ If yes, RFP and Bid number(s): _____ Cost Center: 169119

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):
$ 79,695

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: This agreement between Washington Department of Ecology and Whatcom County Flood Control Zone District provides a 6-person crew to perform habitat restoration and water quality work. Whatcom County Parks and Recreation and Nooksack Salmon Enhancement Association (NSEA) are co-sponsors under separate agreements. NSEA will house the crew and provide office and equipment space at their facility.

Term of Contract: Not to Exceed Expiration Date: 9/8/2019

Contract Routing:

1. Prepared by:	John N. Thompson	Date: 9/5/2018
2. Attorney signoff:	KNF	Date: 9/5/2018
3. AS Finance reviewed:	bbennett BB	Date: 9/07/2018
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:	✓	Date: 9-13-18
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

COUNTY ORIGINAL

DEPARTMENT OF ECOLOGY
State of Washington

WHATCOM COUNTY
CONTRACT NO.
201809006

AGREEMENT NO. WCC-1830

AGREEMENT
BETWEEN

The State of Washington, Department of ECOLOGY
AND
Whatcom County Flood Control Zone District

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and Whatcom County Flood Control Zone District hereinafter referred to as the "SPONSOR."

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to complete environmental or disaster services projects, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Appendix "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/1/2018 and be completed on 9/8/2019, unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed $79,695. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by SPONSOR
1 WCC crew: 3 way cost share with Whatcom Parks &	$79,695
NSEA	
Total SPONSOR COST	$79,695 *Above cost Not to be Exceeded*

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is $5,334 weekly per WCC Crew consisting of five WCC/AmeriCorps Members and one Supervisor (excludes food and lodging). Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

BILLING PROCEDURE

ECOLOGY shall submit invoices monthly to the SPONSOR's designated contact person listed under "Agreement Management" section. Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by SPONSOR within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

ASSURANCES

Parties to this Agreement agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

FUNDING AVAILABILITY

The obligation of the SPONSOR to provide reimbursements is contingent upon appropriation of funds by the SPONSOR's governing body for the specific purpose of funding the project, which is the subject of this Agreement. Upon the failure of such appropriation, the SPONSOR may terminate this Agreement.

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

GOVERNING LAW AND VENUE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes, regulations, and rules.
2. Mutually agreed written amendments to this Agreement
3. This Agreement
4. Statement of Work and Budget.
5. Any other provisions of this Agreement, including materials incorporated by reference.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be jointly owned by ECOLOGY and SPONSOR. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

AGREEMENT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract/Program Manager for ECOLOGY is:

Peter Nevin
PO Box 47600
Olympia, WA 98504
(206) 940-3615
peter.nevin@ecy.wa.gov

The Contract/Program Manager for SPONSOR is:

John Thompson
322 N. Commercial Street Suite 110
Bellingham WA 98225
(360) 778-6230
jnthomps@co.whatcom.wa.us

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of ECOLOGY

_____ _____
Signature Date

Gordon White, SEA Program Manager
Printed Name, Title

SPONSOR
Whatcom County Flood Control Zone District

(See attached FCZD signature page)
Signature Date

_____
Printed Name, Title

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:
Recommended for Approval:

9/11/18
Jon Hutchings, Public Works Director Date

Approved as to form:

9-13-18
~~Karen Frakes~~ Date
~~Chief Civil~~ Deputy Prosecuting Attorney

Approved:
Accepted for Whatcom County Flood Control Zone District:

By: _____
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

STATEMENT OF WORK
Appendix A

Work summary:
Under direction of SPONSOR, crew(s) will perform restoration activities. Specific tasks could include invasive control, native species installation, plant nursery care, scientific monitoring, and fence installation or repair.

Special terms and conditions:

1. WCC members and staff will not be utilized to clear and/or clean up hazardous materials including hypodermic needles. If a significant amount of hazardous or unidentifiable material is discovered on a project site, activity will cease until SPONSOR either mitigates potential hazards or finds an alternate project site. WCC resources (includes members, supervisors, tools and trucks) will not be utilized for clearing active or abandoned homeless encampments.

2. Vehicle is not to be used for heavy hauling. The primary use of the crew vehicle is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR equipment, SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.

3. WCC is not responsible for normal wear and tear when project requires the use of SPONSOR-provided tools, equipment or safety gear.

4. SPONSOR will complete WCC-provided closeout survey or report within 30 days of agreement completion.

5. The assignment of corpsmembers shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of nonovertime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce the working hours of any employee for the purpose of using a corpsmember with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use corpsmembers to carry out essential agency work or contractual functions without displacing current employees.

6. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes.

7. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.

8. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-time crews and Individual Placements are available to SPONSOR for a maximum of 41 weeks (approx. 165 days) during the Federal AmeriCorps program service year (October-September).

2. In the event of a disaster response deployment, the WCC Program will make every effort to fulfill sponsor program needs, including sending additional members, whenever possible. Invoices will include all activities during the program year including training, community service events, and other activities required by WCC, excluding Emergency Response, if needed.

3. Provide training and development specified in Appendix "B": eight (8) days of formal WCC member training, a four (4) day Orientation Training, one (1) day dedicated to MLK Community Service, and a debrief meeting near the conclusion of the term. WCC members and supervisors are logging hours on these dates, but are unavailable to sponsor to perform project work.

4. Provide a 4-day Assistant Supervisor training to the designated Assistant Supervisor.

5. For crew (s), ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools.

6. Cost-share rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies lasting 20 days or more.

SPONSOR shall:

1. Guide completion of appropriate projects for the number of weeks specified in this agreement by providing the logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, specific on-the job task training, and any materials beyond basic hand tools to complete tasks assigned under this Agreement. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.
2. Help to promote the AmeriCorps and WCC brands, logo, slogans and phrases. The WCC will provide camera-ready logo. AmeriCorps is a registered service mark of the Corporation for National and Community Service.

AmeriCorps Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

A. Attempting to influence legislation;

B. Organizing or engaging in protests, petitions, boycotts, or strikes;

C. Assisting, promoting, or deterring union organizing;

D. Impairing existing contracts for services or collective bargaining agreements;

E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;

F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;

G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;

H. Providing a direct benefit to—
   I. A business organized for profit;
   II. A labor union;
   III. A partisan political organization;
   IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
   V. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;

I. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;

J. Providing abortion services or referrals for receipt of such services; and

K. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

Appendix B
WCC CALENDAR

2018-2019 WCC Events Calendar

October						
M	T	W	T	F	S	S
(1)	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9★	10	11
12	13	14	15▲	16	17	18
19	20	21	22	23	24	25
26★	27	28	29▲	30		

December						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10★	11	12	13	14	15	16
17	18	19	20	21	22	23
24★	25	26	27▲	28	29	30
31						

January						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10★	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25★	26	27
28	29	30	31			

February						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11★	12	13	14	15	16	17
18	19	20	21	22	23	24
25★	26	27	28▲			

March						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11★	12	13	14▲	15	16	17
18	19	(20)	(21)	22	23	24
25★	26	27	28	29	30	31

April						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10★	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25▲	26	27	28
29	30					

May						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10★	11	12
13	14	15	16	17	18	19
20	21	22	23	24★	25	26
27	28	29	30▲	31		

June						
M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
(10)★	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25★	26	27▲	28	29	30

July						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10★	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25▲	26	27	28
29	30	31				

August						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9★	10	11
12	13	14	15▲	16	17	18
19	20	21	22	23	24	25
26★	27	28	29▲	30	31	

September						
M	T	W	T	F	S	S
						1
2	3	4■	(5)	6	7	8
~~9~~	~~10~~★	~~11~~	~~12~~	13	14	15
~~16~~	~~17~~	~~18~~	~~19~~	20	21	22
23	24	25	26	27	28	29
30						

- Start (FT=10/1, HT=3/20, QT=6/10)
- Holiday (observed)-Day Off
- Orientation
- AmeriCorps Swearing-in (Central Puget crews)-4 hours
- Assistant Supervisor Training
- MLK- Sup Holiday, Member Service Day
- Individual Placement meeting
- Training Conferences-3/4-7 & 6/3-6
- 6-month Member Orientation
- TBD — Spike (8 days-Costshare Members)
- TBD — Supervisor Refresher Training
- End-of-year presentations (1 day/region) *9/22=Olympic & NW; 9/29 Central/E. WA & S. Puget Sound; 9/9=King County*
- Member PDPs Due (June=Check-in only)
- Red — eTime: hours entered
- Blue — eTime: pay period approval due
- Payday (10th & 25th, varies on weekends)
- Production (last Thursday of the month)
- Supervisors: Crew interviews
- End Date (HT=3/21, QT/FT=9/5). *Print/sign timesheet & Exit forms*
- MyAmeriCorps Dates *Exit paperwork due: HT 3/7, all others 9/15*

Shutdown Weeks:

- Supervisors: Finalize Interviews/Enrollment
- Supervisors: Cross-Training
- Supervisors: All-staff meeting & prep days

Members' Potential Hours (For general guidance only - hours not guaranteed)

October	190
February	150
June	160
Fullterm Oct 1-Sep 5:	1870

FT: 1700-hr min. $5920 Ed Award

November	140
March	160
July	180
Halfterm Oct 1-Mar 21:	940

HT: 900-hr min. $2960 Ed Award

December	160
April	180
August	170
Halfterm Mar 20-Sep 5:	950

HT: 900-hr min. $2960 Ed Award

January	180
May	170
September	30
QT Term Jun 10-Sep 5:	500

QT: 450-hr min. $1,565 Ed Award

* Half-terms beginning in October only available to returning members in WCC with less than a full-term remaining in WCC.
* Members with excessive absences will not receive ed award, even if minimum hours are met.
* Enrollment Paperwork must be received March 11 (HT); June 3 (QT); September 19 (FT).

WCC standard schedule (40 hours/week) is Monday - Sunday

Appendix C
Whatcom County Flood Control Zone District
PROPOSED PROJECT TYPES AND GEOGRAPHIC FOCUS

Water Quality & Habitat Monitoring and Improvement Projects

- Birch Bay Watershed
- Drayton Harbor Watershed
- Portage Bay Shellfish District
- Lake Whatcom
- South Fork Nooksack River
- Canyon Creek, North Fork Nooksack River

New Restoration Projects

- Birch Bay
- Drayton Harbor
- Mainstem tributaries
- South Fork and tributaries
- Middle Fork
- North Fork and tributaries

Maintain Existing Projects

- Birch Bay
- Canyon Creek, North Fork
- Drayton Harbor
- Friday Creek
- Lake Whatcom
- Mainstem tributaries
- North Fork tributaries (e.g. High Creek)
- South Fork & tributaries

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-261

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
John N. Thompson Originator:	JNT	8/21/2018	RECEIVED SEP 17 2018 WHATCOM COUNTY COUNCIL	September 25, 2018	Finance/Board of Supervisors
Gary Stoyka Division Head:	GSS	8/24/18			
Jon Hutchings Dept. Head:	JH	9/14/18			
Christopher Quinn Prosecutor:	CDQ	08/25/2018			
Brad Bennett Purchasing/Budget:	BB	9/13/18			
Jack Louws Executive:	JL	9/17/18			

TITLE OF DOCUMENT:

Joint Funding Agreement with U.S. Geological Survey for Operation, Maintenance, and Data Reporting of Stream Gaging Equipment at 8 Sites in the Nooksack Watershed

ATTACHMENTS:

- Two (2) copies of the Joint Funding 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.)***

This Joint Funding Agreement between the U.S. Geological Survey, Department of Interior, and Flood Control Zone District will provide for data collection, real-time data access, data reporting, and gaging equipment maintenance at 8 gaging stations in the Nooksack Watershed. Data collected supports WRIA 1 water resource management and salmon recovery efforts. The District share is $86,391 of a total program fixed cost of $137,500.

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.

WHATCOM COUNTY
Public Works Dept.
Natural Resource Division
322 N. Commercial St., Suite 110
Bellingham, WA 98225
(360) 778-6230

Jon Hutchings
Director

RECEIVED
SEP 13 2018
JACK LOUWS
COUNTY EXECUTIVE

MEMORANDUM

TO: The Honorable Members of the Whatcom County Flood Control Zone District Board of Supervisors

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary Stoyka, Natural Resource Manager
John N. Thompson, Senior Salmon Recovery Planner

RE: Joint Funding Agreement for USGS Gaging Stations

DATE: September 10, 2018

Enclosed are two (2) originals of a Joint Funding Agreement (No. 19WNWA20075) between the United States Department of Interior, U.S. Geological Survey (USGS) and Whatcom County Flood Control Zone District (FCZD) for your review and signature.

- **Background and Purpose**

This Joint Funding Agreement with the USGS will provide for continued data collection, real-time data access, and publication of surface water data at 8 stream gaging stations in the Nooksack River watershed for the 2019 water year (October 1, 2018 through September 30, 2019). These gaging stations were selected to provide data that complements data collected at other USGS and Ecology gaging sites and which collectively support watershed management and salmon recovery efforts in WRIA 1.

- **Funding Amount and Source**

This one-year agreement is for $86,391. A supplemental budget request (#2636) has been prepared and is scheduled for Board of Supervisor consideration and approval at the September 25, 2018 Council meeting.

- **Differences from Previous Contract**

This new agreement reflects a 3% increase over the previous agreement amount of $83,765 (WCC 201711007).

Please contact Gary at extension 6218, if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. 201809007

Originating Department:	Public Works
Division/Program: *(i.e. Dept. Division and Program)*	907010/Watershed Management Plan Implementation
Contract or Grant Administrator:	John N. Thompson, Senior Planner
Contractor's / Agency Name:	U.S. Geological Survey

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: _____
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): _____ 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: 169121

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):
$ 86,391

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:
This Joint Funding Agreement between the U.S. Geological Survey, Department of Interior, and Flood Control Zone District will provide for data collection, real-time data access, data reporting, and gaging equipment maintenance at 8 gaging stations in the Nooksack Watershed. Data collected support WRIA 1 water resource management and salmon recovery efforts. District share is $86,391 of a total program fixed cost of $137,500.

Term of Contract: Fixed Amount Expiration Date: September 30, 2018 9

Contract Routing:

1. Prepared by:	JNT	Date: 8/21/2018
2. Attorney signoff:	Christopher Quinn	Date: 08/25/2018
3. AS Finance reviewed:	bbennett BB	Date: 9/07/2018
4. IT reviewed (if IT related):		Date:
5. Contractor signed:	✓	Date: 7-20-18
6. Submitted to Exec.:	✓	Date: 9-14-18
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

Last edited 08/08/18

COUNTY ORIGINAL

WHATCOM COUNTY
CONTRACT NO.
201809007

Form 9-1366
(May 2018)

U.S. DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

JOINT FUNDING AGREEMENT

Customer #:	6000000721
Agreement #:	19WNWA20075
Project #:	YG00H1U
TIN #:	91-6001383
Fixed Cost Agreement	Yes

FOR
WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the, **1** day of **October, 2018** by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **Whatcom County Flood Control Zone District**, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a **fixed-price agreement for the operation and maintenance of the cooperative streamgaging program between the USGS and the Washington State Department of Ecology,** herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of $

   (a) by the party of the first part during the period

Amount	Date	to	Date
$51,109	**October 1, 2018**		**September 30, 2019**

   (b) by the party of the second part during the period

Amount	Date	to	Date
$86,391	**October 1, 2018**		**September 30, 2019**

   (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:
   $

   Description of the USGS regional/nations program: USGS Federal Priority Streamgage Program

   (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

   (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data development as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www2.usgs.gov/fsp/).

9. Billing for this agreement will be rendered: **QUARTERLY**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

U.S. Geological Survey
United States
Department of the Interior

USGS Point of Contact

Name: Mark Mastin
Address: 934 Broadway, Suite 300
Tacoma, WA 98402

Telephone: 253-552-1609
Email: mcmastin@usgs.gov

Org Code: GGWNYG0000

Signature and Date:

Signature: Cynthia Barton
Date: 7-20-18

Name: Cynthia Barton, PhD, LHG, LG
Title: Center Director

Name of Customer
Whatcom County Flood Control Zone District,

Customer Point of Contact

Name: John Thompson
Address: 322 N. Commercial St, Suite 110
Bellingham, WA 98225

Telephone: 360-778-6295
Email: Jnthomps@co.whatcom.wa.us

Signature and Date:

Signature: PLEASE SEE ATTACHED
Date: FCZD SIGNATURE PAGE

Name:
Title:

Signature: _____
Date: _____

Name:
Title:

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:

Recommended for Approval:

9/11/18

Jon Hutchings
Public Works Department Director Date

Approved as to form:

9-13-18

~~Christopher Quinn~~ Royce Buckingham
~~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 _____.

USGS Station No.	Station Name	Whatcom County Flood Control Zone District	USGS Cooperative Matching Funds	Total	Remarks
NORTHWEST WASHINGTON FIELD OFFICE (FERNDALE), 360-312-8155					
12205000	**North Fork Nooksack River below Cascade Creek near Glacier**				
	Water temperature	$2,593	$1,607	$4,200	Streamflow discharge with priority real-time data transmission is funded by Whatcom Co. Public Works Dept. (River and Flood Division)-separate USGS agreement.
12209490	**Skookum Creek above Diversion near Wickersham**				
	Streamflow discharge	$12,808	$7,972	$20,780	
	Water temperature	$2,593	$1,607	$4,200	
12210000	**SF Nooksack River at Saxon Bridge**				
	Water temperature	$4,200		$4,200	
12210700	**Nooksack River at North Cedarville**				
	Water temperature	$2,593	$1,607	$4,200	Streamflow discharge with priority real-time data transmission is funded by a Whatcom Co. Public Works and Washington State DOE-through a separate USGS agreements.
12210900	**Anderson Creek at Smith Road near Goshen**				
	Streamflow discharge	$12,808	$7,972	$20,780	
	Water temperature	$2,593	$1,607	$4,200	
12212050	**Fishtrap Creek at Front Street at Lynden**				
	Streamflow discharge	$12,808	$7,972	$20,780	
	Water temperature	$2,593	$1,607	$4,200	
12212390	**Bertrand Creek at International Boundary**				
	Streamflow discharge	$12,808	$7,972	$20,780	
	Water temperature	$2,593	$1,607	$4,200	
12212430	**Unnamed Tributary to Bertrand Creek near H Street near Lynden**				
	Streamflow discharge	$12,808	$7,972	$20,780	
	Water temperature	$2,593	$1,607	$4,200	
	TOTAL	**$86,391**	**$51,109**	**$137,500**	

WHATCOM COUNTY COUNCIL AGENDA BILL NO. 2018-262

CLEARANCES	*Initial*	*Date*	*Date Received in Council Office*	*Agenda Date*	*Assigned to:*
Austin Rose Originator:	*AR*	*09/04/2018*	RECEIVED SEP 17 2018 WHATCOM COUNTY COUNCIL	9/25/18	*Finance/BOS*
G. Stoyka Division Head:					
J. Hutchings Dept. Head:	JH	9/13/18			
C. Quinn *Prosecutor:*	*KNF*	*09/10/2018*			
M. Caldwell Purchasing/Budget:	*MDC*	*9/11/2018*			
J. Louws Executive: JWS		9/17/18			

TITLE OF DOCUMENT:

Grant Agreement #2019-17 for Whatcom County LIO Coordination

ATTACHMENTS:

1) ***Memo***
2) ***Contract Information Sheet***
3) ***Grant Agreement and Exhibits***

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

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

The WRIA 1 Watershed Management Board acts as Local Integrating Organization (LIO) for water resources programs in the Whatcom County region. The WRIA 1 Management Team met on August 22, 2018 and approved the draft FFY 2018 LIO Coordination Scope of Work for the Whatcom County Flood Control Zone District as fiscal agent, acting on behalf of the WRIA 1 Watershed Management Board, for negotiating a contract with the Puget Sound Partnership. This agreement provides funds for tasks related to 1) Maintaining, Organizing, Facilitating and Administering a LIO, 2) Action Agenda Implementation, 3) Performance Management, and 4) Adaptive Management of LIO Ecosystem Recovery Plan.

COMMITTEE ACTION:	***COUNCIL ACTION:***

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

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

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

NATURAL RESOURCES
322 N. Commercial, Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

RECEIVED
SEP 13 2018
JACK LOUWS
COUNTY EXECUTIVE

MEMORANDUM

TO: The Honorable Jack Louws, Executive for 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: September 4, 2018

RE: Grant Agreement #2019-17 for Whatcom LIO Coordination

Please find enclosed for your review and signature two (2) originals of Grant Agreement # 2019-17 between the State of Washington Puget Sound Partnership (PSP) and the Whatcom County Flood Control Zone District to coordinate the Whatcom County Local Integrating Organization (LIO).

Requested Action

Public Works respectfully requests that the County Executive approve and sign the attached grant agreement as the fiscal agent for the Whatcom County LIO.

Background and Purpose

The WRIA 1 Watershed Management Board acts as Local Integrating Organization (LIO) for water resources programs in the Whatcom County region. The WRIA 1 Management Team met on August 22, 2018 and approved the draft FFY 2018 LIO Coordination Scope of Work for the Whatcom County Flood Control Zone District as fiscal agent, acting on behalf of the WRIA 1 Watershed Management Board, for negotiating a contract with the Puget Sound Partnership. This agreement provides funds for tasks related to 1) Maintaining, Organizing, Facilitating and Administering a LIO, 2) Action Agenda Implementation, 3) Performance Management, and 4) Adaptive Management of LIO Ecosystem Recovery Plan.

Funding Amount and Source

This grant agreement with the Puget Sound Partnership provides $75,000 to complete tasks as outlined in the scope of work. Please contact Gary Stoyka at extension 6218 or Austin Rose at 6286 if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. 201809005

Originating Department:	Public Works
Division/Program: *(i.e. Dept. Division and Program)*	Natural Resources/Whatcom LIO 907010
Contract or Grant Administrator:	Gary Stoyka/Austin Rose
Contractor's / Agency Name:	Puget Sound Partnership

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: _____
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): 2019-17 CFDA#: 66.456

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: 169121

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):
$ 75,000

This Amendment Amount:
$ 0

Total Amended Amount:
$ 75,000

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, 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: The grant agreement provides funds for the coordination of the Whatcom LIO.

Term of Contract: October 1, 2018	Expiration Date: September 30, 2019

Contract Routing:

1. Prepared by:	ARose	Date: 09/04/2018
2. Attorney signoff:	KNF	Date: 09/10/2018
3. AS Finance reviewed:	M Caldwell	Date: 9/11/2018
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:	✓	Date: 9-13-18
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

COUNTY ORIGINAL

PUGETSOUND PARTNERSHIP

Interagency Agreement

WHATCOM COUNTY CONTRACT NO. 201809005

Agreement Number: 2019-17
Title: Whatcom County LIO – FFY2018 Funding

This agreement is made and entered into pursuant to the Interlocal Cooperation Act, RCW 39.34, by and between the state of Washington, Puget Sound Partnership (PSP), and the below named agency, hereinafter referred to as "**CONTRACTOR.**"

CONTRACTOR INFORMATION	**Project Manager**	
Whatcom County **Flood Control Zone District** **322 N. Commercial St., Suite 110** **Bellingham, WA. 98225**	**Gary Stoyka** **gstoyka@co.whatcom.wa.us** **(360) 676-6876** **Fiscal: Austin Rose** **arose@co.whatcom.wa.us** **(360) 778-6286**	**UBI: 600358208** **EIN: 91-6001383** **DUNS:0060044641** **Type:**
PSP INFORMATION	**Project Manager**	
PUGET SOUND PARTNERSHIP **326 EAST D STREET** **TACOMA, WA 98421-1801**	**Leah Kintner** **leah.kintner@psp.wa.gov** **(360) 480-2880**	

PURPOSE
The purpose of this agreement is to provide support for the coordination of the Whatcom County Local Integrating Organization (LIO).

STATEMENT OF WORK
The CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit B attached and incorporated herein.

In the event that the CONTRACTOR is a Sub-Recipient (grantee), Exhibit B shall describe the activities of the Sub-Recipient that are eligible for reimbursement under the award or sub-award.

PERIOD OF PERFORMANCE
The period of performance under this agreement will be from October 1, 2018 or the date of execution (_____), whichever is later, through **September 30, 2019**. **No work shall commence under this agreement until it has been fully executed by both parties.**

COMPENSATION AND PAYMENT
Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Seventy-five thousand dollars ($75,000)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. CONTRACTOR'S compensation for services rendered shall be in accordance with the Budget & Billing Procedures attached as Exhibit C.

In the event that the CONTRACTOR is a Sub-Recipient, the total amount of the award or sub-award for reimbursable activities shall not exceed the above amount, also in accordance with the Budget & Billing Procedures attached as Exhibit C.

FEDERAL FUNDING INFORMATION
This Contract includes federal funding ☒ Yes ☐No
CONTRACTOR is a Sub-Recipient for purposes of this agreement ☒ Yes ☐ No

CFDA #	CFDA Title	Federal Grant Award Number	Federal Grant Award Name	Federal Agency Name

66.456	National Estuary Program	CE-01J31901	Puget Sound Partnership National Estuary Program	Environmental Protection Agency

TERMS AND CONDITIONS

All rights and obligations of the parties to this contract shall be subject to and governed by the Terms and Conditions contained in the following exhibits, herein incorporated by reference. The contents of this Agreement include:

1. This contract cover sheet
2. Exhibit A – General Terms and Conditions
3. Exhibit B – Statement of Work
4. Exhibit C – Budget & Billing Procedures
5. Exhibit D - Lobbying Certification
6. Exhibit E – Sub-Recipient Federal Requirements (only if this is a Sub-Recipient contract)
   - Attachment 1- Federal Assurances Form 424B (Rev 4-2012)
   - Attachment 2- Federal Funding Accountability and Transparency Act Data Collection (FFATA form

ORDER OF PRECEDENCE

In the event of an inconsistency in this agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of Washington Statutes and regulations
2. This Agreement/Contract, including Exhibit A, General Terms and Conditions
3. Exhibit B, Statement of Work and Exhibit C, Budget & Billing Procedures
4. Any other Exhibit or provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This agreement, including referenced exhibits and any other provision, term or material expressly incorporated by reference, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

APPROVAL

This agreement shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The agreement may be altered, amended, or waived only by a written amendment executed by both parties.

This agreement is executed by the persons signing below, who warrant they have the authority to execute the agreement.

Whatcom County Flood Control Zone District

See Last Page For Co. Sig.

Date

Puget Sound Partnership

Brent Barnes
Chief Operating Officer

Date

APPROVED AS TO FORM:

/s Jonathan Thompson
Assistant Attorney General

December 5, 2013
Date

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

A. "AGENCY" means the Puget Sound Partnership (PSP) of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.

B. "AGENT" means the Director, and/or the delegate authorized in writing to act on the Director's behalf.

C. "CONTRACTOR" means that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.

D. "DEBARMENT" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.

E. "EPA" means U.S. Environmental Protection Agency.

F. "SUBCONTRACTOR" means one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

G. "SUB-RECIPIENT" means a non-Federal 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. Guidance on distinguishing between a subrecipient and a contractor is provided in 2 CFR §200.330. Subrecipient and contractor determinations.

2. AMERICANS WITH DISABILITIES ACT (ADA)

If the contract includes federal funding, the CONTRACTOR must comply with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance. The CONTRACTOR may also be required to comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

4. AMENDMENT

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

6. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

7. CONFIDENTIALITY

Confidential information: The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that state and local agencies are subject to chapter 42.56 RCW, the Public Records Act.

Personal Information (one form of confidential information): Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law. Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

8. CREDIT AND ACKNOWLEDGEMENT

Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement **[CE-01J31901].** 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."

9. DEBARMENT AND SUSPENSION

CONTRACTOR, by signature to this Contract, certifies that CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). CONTRACTOR shall comply with applicable federal agency debarment and suspension rules adopted pursuant to Office of Management and Budget guidance at 2 CFR Part 180, such as 2 CFR Part 1532 for the Environmental Protection Agency, which implement Executive Order 12549. CONTRACTOR acknowledges that failing to disclose the information required at 2 CFR 180.335 may result in the delay or negation of this contract, or pursuance of legal remedies, including suspension and debarment.

CONTRACTOR shall not award subcontracts or subawards to persons (individuals or organizations) listed on the Excluded Parties List located at www.sam.gov/. CONTRACTOR agrees to include the above requirements in all subcontracts into which it enters. The CONTRACTOR shall immediately notify AGENCY if, during the term of this Contract, CONTRACTOR becomes debarred. AGENCY may immediately terminate this Contract by providing CONTRACTOR written notice if CONTRACTOR becomes Debarred during the term hereof.

10. DISALLOWED COSTS

CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

11. DISPUTES

In the event that CONTRACTOR is a state agency and a dispute arises under this Agreement, either of the parties may request intervention by the Governor, *as* provided by chapter 43.17.330 RCW, in which event the Governor's process will control.

In the event that a dispute arises under this Agreement, and the CONTRACTOR is not a state agency, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional

member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

The cost of resolution will be borne as allocated by the Dispute Board or the Governor.

12. DUPLICATION OF BILLED COSTS

The CONTRACTOR shall not bill the Agency for services performed under this contract, and the Agency shall not pay the CONTRACTOR if the CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service.

13. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

14. HOTEL MOTEL FIRE SAFETY ACT

The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a if any portion of this contract will be paid with federal funds, CONTRACTOR agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended. CONTRACTOR may search the Hotel-Motel National Master List at: http://www.usfa.dhs.gov/applications/hotel to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

If necessary, the head of the Federal agency may waive this prohibition in the public interest.

15. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

16. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act 17 U.S.C. § 101, et seq., and shall be owned by the AGENCY. Where federal funding is involved, the awarding federal agency may have a proprietary interest in patent rights to any inventions that are developed by the CONTRACTOR as provided in 35 U.S.C. §§ 200-212 and 37 CFR part 401 and retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

CONTRACTOR acknowledges that in accordance with 40 CFR 30.36 and 31.34, EPA has the rights to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or:
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

In the event the materials are not considered "works for hire" under the U.S. Copyright laws CONTRACTOR shall grant AGENCY, and any federal entity which provided federal funds used in this contract, retain a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Material which CONTRACTOR uses to perform the contract but is not created for or paid for by AGENCY is not "work made for hire"; however, CONTRACTOR shall grant the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display, provided that such license shall be limited to the extent which CONTRACTOR has a right to grant such a license to use this material for AGENCY internal purposes at no charge to AGENCY. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY. The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any material delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the material by the CONTRACTOR.

17. LOBBYING PROHIBITED

a. By signing this contract, CONTRACTOR agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying, 31 U.S.C. § 1352, and 40 CFR Part 30 if applicable. CONTRACTOR shall include the language of this provision in subcontracts that exceed $100,000 of federal funds and require all subcontractors to certify and disclose accordingly.

b. No Federal appropriated funds shall be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

c. If this contract includes federal funds exceeding $100,000, CONTRACTOR shall sign and submit to AGENCY Exhibit D, Attachment 2, PSP Certification Regarding Lobbying (based on EPA Form 6600-06 (Rev. 06/2008). If CONTRACTOR signed and submitted the PSP Certification Regarding Lobbying form during the procurement process for this contract it is not necessary to resubmit the certification.

d. If CONTRACTOR expends non-federal funds in any amount to lobby as detailed in a., above, CONTRACTOR shall complete and submit to Standard Form LLL (Rev. 4/2012), Disclosure of Lobbying Activity. The form can be found at:
http://www.epa.gov/ogd/AppKit/form/sfllllin_sec.pdf.

18. LOBBYING AND LITIGATION

The chief executive officer of CONTRACTOR shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. Cost principles in 2 CFR 200 shall be abided by. These principles generally prohibit the use of federal grant funds for litigation again the US or for lobbying or other political activities.

NONDISCRIMINATION and DISADVANTAGED BUSINESS ENTERPRISES

In accordance with 40 CFR 33.106 and its Appendix A, the CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

19. PAYMENT TO CONSULTANTS

EPA will limit its participation in salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipients' 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 their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient 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 CFR 30.27(b) or 40 CFR 31.369j), as applicable, for additional information.

As of January 1, 2018, the limit is $629.36 per day $78.67 per hour.
(Calculations: 2018 Level IV Executive Schedule annual pay = $164,200 / 2087 = $78.67 per hour or $629.36 per day).

20. PROJECT APPROVAL

The quality, extent and character of any and all work, deliverables and/or services to be performed under this agreement by the CONTRACTOR shall be subject to the review and approval of the AGENCY through the Project Manager or other designated official. In the event that the AGENCY determines, that any work, deliverable, and/or service performed by the CONTRACTOR is unsatisfactory, the AGENCY may withhold reimbursement for the unsatisfactory work performed by the CONTRACTOR or require that the CONTRACTOR remediate their work product to get it to the satisfaction of the AGENCY. The Parties may agree in the Statement of Work to specific approval, acceptance, and/or remediation terms. If the Statement of Work is silent on this topic, the Disputes provision, above, will govern the resolution process.

21. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. CONTRACTOR shall retain such records for a period of six years following the date of final payment.

At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If this contract exceeds $100,000 and any portion of the funding source is federal, the federal funding agency, the Comptroller General of the United States, or any duly authorized representatives shall have access to books documents, papers, and records of CONTRACTOR directly

pertinent to this contract for purpose of making audits, examination, excerpts and transcriptions (40 CFR 30.48(d)).

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.

22. RECYCLED PAPER

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds $10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), Sub-Recipient agrees to use recycled paper and double sided printing for all reports which are prepared as part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

23. RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

24. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

25. SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the agency for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts

26. TERMINATION DUE TO FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

27. TERMINATION FOR CAUSE

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

28. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

29. TREATMENT OF ASSETS

a. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.

b. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.

c. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.

d. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.

e. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.

f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

30. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

Title: Whatcom County LIO – FFY2018 Funding

Task 1: Organize, Support, Administer, Facilitate and Coordinate a Local Integrating Organization

The local integrating organization (LIO) is responsible for organizing and supporting a committee representing Action Agenda planning, local ecosystem recovery planning, and implementation interests. The Partnership will support the LIO through Ecosystem Recovery Coordinator (ERC) participation at LIO meetings as the Partnership budget allows. The LIO shall maintain sufficient administration, facilitation, and coordination capacity to support the on-going goals and objectives of a LIO.

Required for FFY 2019 funding:

Subtask 1.01 Maintain a local point of contact for the LIO.

Subtask 1.02 Serve as an agent for local engagement and coordination in the LIO.

Subtask 1.03 Administer the Whatcom LIO including arranging LIO meetings, preparing and distributing agendas, summaries, briefing papers, and other supporting materials, facilitating meetings and other tasks identified by the WRIA 1 Watershed Management Board or Management Team needed to support the LIO functions. LIO meetings include WRIA 1 Management Team, Steering Committee, and joint Staff Teams. These meetings are the framework for developing, vetting, and/or approving outcomes of subtasks outlined in each of the tasks in this scope of work. This is also the framework for discussing and coordinating LIO positions/responses/feedback to the regional Puget Sound committees.

Subtask 1.04 Submit updated name, organizational affiliation, contact information (email), and role (which committee(s)) of each LIO member to the Partnership. Notify ERC and update member roster when there is a change to participation.

Subtask 1.05 Maintain publicly-available information on the LIO, including notice of meetings, agendas, summary notes and/or opportunities for content review. Maintain LIO information on a public website.

Subtask 1.06 Whatcom LIO participation in regional meetings and trainings may include:

- Participate in four 5-6 hour in-person LIO Coordination meetings in Edmonds, WA. Possible dates for the LIO Coordinators in-person meetings are:
    - November 6, 2018 (Tuesday)

  Partnership may adjust the following dates to better align with Ecosystem Coordination Board (ECB) dates. Meetings will fall on a Tuesday.
    - February 12, 2019 (Tuesday)
    - May 7, 2019 (Tuesday)
    - August 6, 2019 (Tuesday)
    - November 5, 2019 (FYI only pertains to FFY 2020)
- Direct engagement in EPA convened meetings with LIO Coordinators and LIO policy bodies (these will be incorporated into in-person LIO Coordinator Meetings)
- Participate in up to eight hours of conference calls or web meetings

facilitated by the Partnership

Subtask 1.07 Coordinate with the salmon recovery lead entity(ies) by beginning conversations around improved collaboration and participating in workshops and trainings.

- Attend up to one workshop on integration in the Fall 2018
- Attend up to one training on integration in the Spring 2019
- Provide summary of coordination efforts (Summer 2019)

Subtask 1.08 Attend and present at the 2019 Puget Sound Summit. The 2019 Puget Sound Summit invites local, sub-regional and regional partners together to learn and workshop LIO ecosystem recovery efforts in order to build and improve cross-scale coordination.

- LIO Coordinator will attend an all-day Summit (Spring 2019)
- Present to Summit Attendees. Details and format of presentation TBD.

Task 2: Steward and Implement Puget Sound Action Agenda 2018-2022

Local Integrating Organizations serve an important role in coordinating local implementation of priorities identified in the Puget Sound Action Agenda and are an essential element in the Puget Sound National Estuary Program (NEP) funding model. Work under this task addresses Near Term Actions (NTA) in the 2018 – 2022 Action Agenda and the approaches identified in LIO Ecosystem Recovery Plans.

Required for FFY 2019 funding:

Subtask 2.01 Support and steward the 2018 – 2022 Action Agenda. Coordinate and catalyze implementation of NTAs.

- Facilitate process for LIO to address common barriers, gaps, opportunities, and encourage best practices throughout LIO geography
- Identify existing funding sources and leverage existing partnerships that can contribute to NTA implementation
- Assist NTA owners in identification of funding opportunities through such means as:
  - Distributing funding opportunities to NTA owners and
  - Working with the LIO Committees to identify funding strategies for local priority actions.

Subtask 2.02 Participate in the 2018–2022 Action Agenda adoption process and after action review.

- Participate in the after action review. Type and level of engagement TBD. Recommended to set aside 16-24 hours in spring 2019.

Subtask 2.03 Coordinate and execute a process to identify and recommend NTA(s) for direct funding from the Strategic Initiative Leads (SI Leads). Communicate process and recommended NTA(s) to SI Leads and the Partnership.

Subtask 2.04 Provide input on the 2022-2026 Action Agenda Comprehensive Plan update, expected to begin summer 2019.

Task 3: Performance Management

The LIO shall report on progress of sub-tasks and deliverables through a quarterly progress report provided to the Partnership by the following dates: January 15, 2019; April 15, 2019; July 15, 2019; and

September 30, 2019. The LIO shall provide monthly invoices with brief explanations of activities two weeks after the end of each month. These reports (progress reports and invoices) will be used by the Partnership for the Financial Ecosystem Assessment Tracking system (FEATs), NEPORT, NEP Atlas, and other reporting needs.

Required for FFY 2019 funding:

Subtask 3.01 Send progress reports by Task on a **quarterly** basis (January 15, 2019; April 15, 2019; July 15, 2019; and September 30, 2019) to the Partnership using the Partnership-provided reporting formats *(i.e. progress report template).*

Subtask 3.02 Send billing summary by Task, and proof of expenditure for grant activities on a **monthly** basis to the Partnership using the Partnership-provided reporting formats *(i.e. the "Paypack" document).*

Subtask 3.03 Assist in ensuring information on NTA progress is available at least twice yearly and financial data on annual basis using Smartsheet (NTA owner is responsible for providing this information).

- Using owner completed NTA report cards ensure LIO Management Team is aware of NTA implementation status.
- Using owner completed NTA report cards' annual financial data, ensure LIO Management Team is aware of implementation costs of local NTAs.
- Monitor/track reporting as necessary to confirm reporting by NTA owners to PSP is occurring, and assists Partnership in outreach to NTA owner if NTA owner is not responsive.

Subtask 3.04 Distribute Progress Report to LIO committee(s) at least quarterly.

Task 4: Support Communication, Adaptive Management, and Synthesis of LIO Ecosystem Recovery Plans

The LIO shall manage revisions and communicate LIO Ecosystem Recovery Plan (Plan) content in coordination with local and regional partners. Adaptively managing and strategically communicating the LIO Plan engenders confidence in local and regional decision makers that there are well defined problems in Puget Sound at the LIO scale, that LIOs know what to do to address them, that the LIO knows which partners to engage and for what purpose, and that the work at the LIO level is well integrated into an overall strategy for Puget Sound Recovery. The Plan serves as a longer term strategic framework from which the Partnership and other partners can produce a variety of products associated with planning and communicating Puget Sound recovery goals, strategies, outcomes, barriers and solutions. Examples of these products include Implementation Strategies and a variety of LIO Plan Synthesis products.

Required for FFY 2019 funding:

Subtask 4.01 Contribute to communications development, products, and presentations of LIO Recovery Plans (Fall 2018 - Summer 2019)
At least two of the following activities required:

- Provide draft outlines or examples of preferred report format and content to Partnership. Partnership will provide additional guidance on this activity.
- Provide feedback on draft reporting templates created by Partnership in

response to LIO priorities

Subtask 4.02 Adaptively manage LIO Ecosystem Recovery Plan. (Fall '18- Summer '19)
Required:

- Identify priority adaptive management activities for 2018 and beyond, and advance implementation and/or refine and define goals.
- Communicate & provide adaptive management needs and updates to the ERC and data steward for purposes of updating Miradi files (e.g., goals, objectives, results chains, NTAs).
- Maintain and update the LIO Plan in Miradi files with 2018 near term actions and associated information provided by NTA owners (i.e., performance measures, goals) and updates based on adaptive management of LIO plans.
- Continue to develop quantitative goal statements for priority vital signs and/or pressure sources, stressors and common intermediate performance measures

Subtask 4.03 Support LIO Ecosystem Recovery Plan synthesis development for Implementation Strategy integration and other regional product integration.
Required:

- Review and provide feedback on the draft LIO Synthesis development, content and format.

Subtask 4.04 Support implementation and coordination of education/outreach related to the local plan.

Schedule and Deliverables

The following table translates the subtasks identified previously into the deliverables and timeline for which the Fiscal Agent will be responsible for from October 1, 2018 – September 30, 2019. Summaries of progress towards subtasks are to be included in quarterly progress reports, and deliverables are to be provided to the Partnership within two weeks of the end of each reporting period in which they were completed, as noted in the table, but no later than January 15, 2019; April 15, 2019; July 15, 2019; and September 30, 2019.

Table 1: Summary of LIO Coordination Grant Scope of Work Deliverables and Budget for October 2018 – September 2019.

DRAFT Deliverables	Reporting Period FFY 2017 Funding			
	Oct – Dec 2018	Jan – Mar 2019	Apr – Jun 2019	Jul – Sep 2019
Task 1: Maintain, Organize, Facilitate and Administer a Local Integrating Organization - *$ 33,428*				
Subtask 1.03 • Submit LIO committee meeting materials including agendas and other meeting materials (via Box contract folder). • Develop and distribute summary meeting notes and materials to committees and the Partnership (via Box contract folder).	X	X	X	X
Subtask 1.04 Submit updated name and organizational affiliation of each LIO member to the Partnership via ERC. Provide link or list in quarterly progress reports.	X	X	X	X
Subtask 1.05 Provide link to LIOs publicly-available website to the Partnership and describe updates to the website in quarterly progress reports.	X	X	X	X
Subtask 1.06 Attendance at meeting as reflected on the attendance sheets and summaries written by Partnership staff	X	X	X	X
Subtask 1.07 • Provide summary of salmon recovery coordination efforts via template provided by Partnership	X		X	X
Subtask 1.08 • Attendance at Summit as reflected in sign-in sheet • Presentation materials to be uploaded to Box contract folder		X	X	
Task 2: Puget Sound Action Agenda Implementation - *$9,870*				
Subtask 2.01 A list of funding opportunities shared with NTA owners Brief description of how you connected NTA owners to funding opportunities Description of process to address common barriers	X	X	X	X
Subtask 2.02 • Complete after action review engagement and provide necessary materials (details TBD)	X	X		
Subtask 2.03 Notify the Partnership of the NTA recommended for direct funding from the Strategic Initiative Leads. These deliverables are rolling and dependent on SI funding guidance and funding cycles.	X	X	X	X

Task 3: Performance Management - *$6,066*				
Subtask 3.01 Send progress reports by task and associated deliverables on a **quarterly** basis (January 15, 2019; April 15, 2019; July 15, 2019; and September 30, 2019) to the Partnership using the Partnership-provided reporting formats *(i.e. progress report template).*		X	X	X
Subtask 3.02 Send billing summary by task, and proof of expenditure for grant activities **monthly** to the Partnership using the Partnership – provided reporting formats *(i.e. the "Paypack" document) (Final billing invoice due October 2019)*	X	X	X	X
Subtask 3.03 Provide to the Partnership an update on outreach to the NTA owners, if assistance from Partnership staff is requested, in two quarterly progress reports.		X		X
Subtask 3.04 Distribute Progress Report to LIO committee(s) at least quarterly.		X	X	X
Task 4: Support communication and adaptive management of LIO Ecosystem Recovery Plan - *$25,636*				
Subtask 4.01 • Provide copy of draft reporting templates and/or outlines to Partnership via contract Box folder	X	X	X	X
Subtask 4.02 • Provide description of priority adaptive management activities for 2018 and beyond to ERC in progress report • Track, update and report changes (including reason for change) to the Partnership on the LIO Ecosystem Recovery Plan and project file in Miradi (i.e. briefly note if changes were made in Miradi in quarterly progress report).	X	X	X	X
Subtask 4.03 • Provide written feedback on the draft LIO Synthesis Products and/or Implementation Strategies to the Partnership.	X	X	X	X
Subtask 4.04 • Submit education and outreach materials to Partnership via contract Box folder.				
Total Budget	***$ 75, 000***			

PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE

Staffing Requirements: The PSP Executive Director or designee must approve project personnel changes.

EXHIBIT C -

Budget & Billing Procedures

Title: Whatcom County LIO – FFY2018 Funding

Contract #2019-17

Project Title: Whatcom County LIO - FFY2018 Funding											
		TASK 1		TASK 2		TASK 3		TASK 4		TOTAL	
		Maintain, Organize, Facilitate and Administer a LIO		Steward and Implement Action Agenda		Performance Management		Support adaptive management of Ecosystem Recovery Plan			
BUDGET CATEGORY	**Hourly Rate**	**# of Hours**	**COST**	**# of Hours**	**COST**	**# of Hours**	**COST**	**# of Hours**	**COST**	**# of Hours**	**COST**
SALARY COSTS											
Planner I	$30.27	48.0	$ 1,453		$ -	60.0	$ 1,816		$ -	108.0	$ 3,269
TOTAL SALARY			**$ 1,453**		**$ -**		**$ 1,816**		**$ -**		**$ 3,269**
FRINGE BENEFITS											
Planner I	74.0%		$ 1,075		$ -		$ 1,344		$ -		$ 2,419
TOTAL BENEFITS			**$ 1,075**		**$ -**		**$ 1,344**		**$ -**		**$ 2,419**
TRAVEL EXPENSES (1/1/18 mileage rate = $0.545)			$ -		$ -		$ -		$ -		$ -
1260		1,260	$ 687		$ -		$ -		$ -		$ 687
TOTAL TRAVEL			**$ 687**		**$ -**		**$ -**		**$ -**		**$ 687**
SUPPLIES											
Community Outreach supplies			$ -		$ -		$ -		$ 900		$ 900
Copies/Supplies other subtasks			$ -		$ -		$ -		$ 196		$ 196
TOTAL SUPPLIES			**$ -**		**$ -**		**$ -**		**$ 1,096**		**$ 1,096**
Contractual											
Sub-contractor LIO Coordinator ($70 per hour)		428	$ 29,960	141	$ 9,870	37	$ 2,590	360	$ 24,540		$ 66,960
TOTAL SUBCONTRACTS			$ 29,960		$ 9,870		$ 2,590		$ 24,540		**$ 66,960**
TOTAL DIRECT COSTS			**$ 33,175**		**$ 9,870**		**$ 5,750**		**$ 25,636**		**$ 74,431**
INDIRECT COSTS											
		10%	$ 253		$ -		$ 316		$ -		$ 569
TOTAL COSTS			**$ 33,428**		**$ 9,870**		**$ 6,066**		**$ 25,636**		**$ 75,000**

BILLING PROCEDURES

The AGENCY shall reimburse the CONTRACTOR upon review and approval of work performed under the scope of this agreement and receipt of properly completed reimbursement requests.

THE AGENCY will pay for work and expenses that occurred within the period of performance. The AGENCY reserves the right to withhold 10% of the payment under each reimbursement request until satisfactory completion of the project.

Payment may be withheld if required work, services, progress reports and/or deliverables are not submitted to the satisfaction of the AGENCY.

The AGENCY may terminate the agreement or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to comply with any term or condition of this contract.

The AGENCY will pay indirect costs as approved in the budget. The CONTRACTOR may be required to submit a copy of their current federally approved indirect cost rate.

The CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable. Such expenses may include airfare (economy or coach class only), other transportation expenses, lodging and subsistence necessary during periods of required travel at the current state reimbursement rates (http://www.ofm.wa.gov/resources/travel.asp).

If the CONTRACTOR expends more than the amount of the AGENCY funding in this agreement in anticipation of receiving additional funds from the AGENCY, it does so at its own risk. The AGENCY is not legally obligated to reimburse the CONTRACTOR for costs incurred in excess of the AGENCY's approved budget.

The CONTRACTOR shall submit a monthly invoice voucher or equivalent document to the AGENCY ***unless*** the agreement has been identified as a "deliverable-based" contract with specific due date or special conditions that have been approved by the PSP Project Manager. Payment for approved goods and/or services will be made by check, warrant or electronic fund transfer (EFT) within 30 days of receipt of the invoice. The CONTRACTOR must submit invoices for all work done within a fiscal year 30 days after the end of the fiscal year. Invoices shall be paid within 30 days after the final invoice has been submitted.

BILLING CONDITIONS:
All Contractors/LIOs must submit any budget changes to PSP for sufficient processing time of any amendment execution between PSP and the Contractor/LIO. If information provided does not allow for sufficient processing time, PSP will not adjust or pay for any invoices or billing over the 10% of the total amount listed for each task or subtask even if the added total amounts for those tasks/subtasks does not exceed the total budget.

BILLING DETAIL

Each invoice voucher or equivalent document submitted to the AGENCY by the CONTRACTOR must include all necessary information for the AGENCY to verify all expenditures. At a minimum, the CONTRACTOR shall specify the following:

1. The PSP contract/agreement number.
2. The time-period during which the services were performed.
3. A description of purchases, work and services performed.
4. Total invoice amount.
5. Expenditure detail based on the approved budget. Supporting documentation must include the same level of detail as the approved budget, such as:
    a. Task Number

b. Budget category (personnel, goods/services, subcontractors)
c. Number of hours billed, if applicable and
d. Hourly rate, if applicable.

6. A receipt must accompany any single expense in the amount of $50.00 or more.

7. If match is required:
    a. match requirement met during the billing period, and
    b. cumulative match requirement met

8. A progress report describing the deliverables completed during the reimbursement request period.

The AGENCY shall not process payments if the CONTRACTOR fails to submit the required documentation.

Submit reimbursement requests to:
Puget Sound Partnership
Fiscal Unit
326 East D Street
Tacoma, WA 98421-1801

Requests may be submitted electronically to pspfiscal@psp.wa.gov

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed reimbursement request.

PUGETSOUND PARTNERSHIP

Exhibit D

PSP Agreement #2019-17

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Jack Louws
County Executive

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

PSP form (rev 8/2013) based on EPA form 5500-06 (Rev. 06/2008) Previous editions are obsolete.

EXHIBIT E

Puget Sound Partnership

SUB-RECIPIENT FEDERAL REQUIREMENTS

Title: Whatcom County LIO – FFY2018 Funding

1. INTRODUCTION

This Exhibit E contains provisions that are not listed on OMB Standard Form 424B (Rev 4-2012). These provisions apply only to Sub-recipients.

2. AUDIT REQUIREMENTS

Sub-recipient CONTRACTOR shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the CONTRACTOR expends $750,000 or more in total Federal funds in a fiscal year. The $750,000 threshold for each year is a cumulative total of all federal funding from all sources. The CONTRACTOR shall forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to AGENCY within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site: http://harvester.census.gov/facweb/

3. 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.

4. CIVIL RIGHTS OBLIGATIONS

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on Standard Form 424B. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

5. CYBERSECURITY CONDITION

The subrecipient(s) must comply with the recipient's requirements (section (b) (1) – EPA must ensure that any connections between the recipient' network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure) if the subrecipients network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

6. NON DISCRIMINATION AND DISADVANTAGED, MBE, WBE BUSINESS ENTERPRISES ADDITIONAL REQUIREMENTS

CONTRACTOR agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement, contained in 40 CFR, Part

33. CONTRACTOR shall include the following provision in all subcontracts involving use of federal funds:

In accordance with 40 CFR 33.106 and its Appendix A, the CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor administration shall carry out applicable requirements of 40 CFR part 33 in the award of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

7. DRUG FREE WORKPLACE

CONTRACTOR (Sub-Recipient) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal award and keep this information on file during the performance of the award.

CONTRACTORS who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipient can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: http://ecfr.gpoaccess.gov.

8. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS

a. In order to comply with the FFATA, the Sub-Recipient shall complete the FFATA Data Collection Form (FFATA Data Collection Form, Exhibit E, Attachment 2) and return it to the AGENCY. The AGENCY will report basic agreement information, including the required DUNS number, for all federally-funded agreements at www.fsrs.gov. This information will be made available to the public at www.usaspending.gov. Sub-Recipients who do not have a DUNS number can find guidance at www.grants.gov. Please note that AGENCY will not pay any invoices until it has received the completed FFATA Data Collection Form.

b. To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

c. Any sub-recipient that meets each of the below criteria must also report compensation for its five top executives, using AGENCY's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form if the sub-recipient meets the following criteria:

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.
- The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(A) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986.

See www.fsrs.gov for details of this requirement. If your organization falls into this above category, you must report the required information to AGENCY.

9. 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.

10. LEP (Limited English Proficiency) Title VI

As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the Sub-recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "*Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.*" The guidance can be found at **http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pd**.

In accepting this contract, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA/PSP that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations. For example, if CONTRACTOR's responsibilities under this contract include gathering public input on an environmental issue, CONTRACTOR's communication with the public should attempt to minimize barriers that interfere with the ability of LEP persons to meaningfully participate.

11. 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 expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this CONTRACT. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

12. PEER REVIEW

The results of this project may affect management decisions relating to Puget Sound. 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.

13. REIMBURSEMENT LIMITATION

If CONTRACTOR expends more than the amount of the Environmental Protection Agency (EPA) funding in this agreement in anticipation of receiving additional funds from EPA, it does

so at its own risk. EPA is not legally obligated to reimburse PSP, nor its sub-recipients, for costs incurred in excess of the EPA approved budget.

14. SEMI-ANNUAL AND ANNUAL PERFORMANCE REPORTS

The Sub-recipient shall submit performance reports during the life of the project, as specified in the statement of work or work plan developed under this contract.

In addition to the periodic performance reports, the recipient shall submit a final performance report, which is due 90 calendar days after the expiration or termination of the award, or as specified in the work plan or statement of work. The report shall be submitted to the PSP Project Officer and may be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the PSP Project Officer may waive the requirement for a final performance report if the PSP Project Officer deems such a report is inappropriate or unnecessary.

15. SIX GOOD FAITH EFFORTS, 40 CFR, PART 33, SUBPART C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, service and supplies under an EPA financial assistance agreement, and to require that **subrecipients**, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting whenever they are potential sources.
b) 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 b 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.
c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraph (a) through (e) of this section.

16. SUB-AWARDS

If CONTRACTOR (Sub-Recipient) makes sub-awards under this contract, CONTRACTOR is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. CONTRACTOR agrees to:

a. Establish all sub-award agreements in writing;
b. Maintain primary responsibility for ensuring successful completion of the approved project (Sub-Recipient cannot delegate or transfer this responsibility to a sub-awardee);

c. Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub-awardee;
d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
f. Obtain AGENCY's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
g. Obtain approval from AGENCY for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

17. TRAFFICKING IN PERSONS AND TRAFFICKING VICTIM PROTECTION ACT OF 2000 (TVPA) AS AMENDED IN 22 U.S.C. 7104(g)

This provision applies only to a Sub-Recipient, and all sub-awardees of Sub-Recipient, if any. See page one (1) of this contract for determination of whether CONTRACTOR is a sub-recipient. Sub-Recipient 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."

Sub-Recipient, and all sub-awardees of Sub-Recipient must inform AGENCY immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

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.

18. 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).

View Burden Statement

OMB Number: 4040-0007
Expiration Date: 01/31/2019

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the

    Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Jack Louws County Executive
APPLICANT ORGANIZATION Whatcom County Flood Control Zone Dist.	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

PUGETSOUND PARTNERSHIP

424B (Rev 4-2012) Federal Funding Accountability and Transparency Act Data Collection Form

This award is supported by Federal Funds that require compliance with the Federal Funding Accountability and Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how Federal Funds are spent. To comply with the act and be eligible to receive this award, your organization must have a Data Universal Numbering System (DUNS®) number. If you do not already have one, you may receive a DUNS ® number free of charge by contacting Dun and Bradstreet at www.dnb.com. The Puget Sound Partnership (PSP) also encourages registration with the System for Award Management (SAM) to reduce data entry by both PSP and your organization. You may register with SAM Free of Charge at www.sam.gov. Information about your organization and this grant will be reported by PSP to the Federal government as required by P.L 109-282. This information will then be made available to the public by the Federal Government on www.USASpending.gov.

Subrecipient

1. Legal Name	**2. Duns Number**
3. Principle Place of Performance	
3a. City	**3b. State**
3c. Zip +4	**3d. Country**

4. Are you registered in SAM? ☐ Yes ☐ No	**If yes, skip to signature block. Sign, Date & Return**
5. In the preceding fiscal year, did your organization:	
a. Receive 80% or more of annual gross revenue from Federal contracts, subcontracts, grants, loans, subgrants, loans and/or cooperative agreements, AND	
b. $25,000 or more in annual gross revenues from Federal contracts, subcontracts, grants, loans, subgrants, loans and/or cooperative agreements, AND	
c. Receives more than $25,000,000 in annual federal funds.	
d. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(A) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986.	
☐ No – skip to signature block. Sign, Date, & Return	
☐ Yes – you must report the names and total compensation of the top 5 highly compensated officials of your organization	

Name of Official	Total Compensation
1.	$ Annually
2.	$ Annually
3.	$ Annually
4.	$ Annually
5.	$ Annually

NOTE: Total compensation for the purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock; stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

By signing this document, the Authorized Representative attests to this information

Signature of Authorized Representative	Date	Printed Name of Authorized Representative
		Jack Louws County Executive

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:
Recommended for Approval:

9/13/18
Jon Hutchings, Public Works Director Date

Approved as to form:

9-13-18
~~Karen Frakes~~ Royce Buckingham Date
~~Chief Civil~~ Deputy Prosecuting Attorney

Approved:
Accepted for Whatcom County Flood Control Zone District:

By: _____
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-263

CLEARANCES	*Initial*	*Date*	*Date Received in Council Office*	*Agenda Date*	*Assigned to:*
Originator: Kraig Olason			RECEIVED SEP 17 2018 WHATCOM COUNTY COUNCIL	*9/25/18*	*Finance*
Division Head: Kraig Olason				*9/25/18*	*FCZD Board of Supervisors*
Dept. Head: Jon Hutchings	JH	9/10/18			
Prosecutor: Karen Frakes	*KNF*	*09/07/18*			
Purchasing/Budget: Brad Bennett	*Bb*	*09/07/18*			
Executive: Jack Louws	TM	9/17/18			

TITLE OF DOCUMENT:

Construction Contract Award: North Cottonwood Stormwater Improvements – Hazel Lane

ATTACHMENTS:

1. Memorandum to County Executive and FCZD Board of Supervisors
2. Approval for Contract Award endorsed by the Executive
3. Project Cost Breakdown
4. Project Narrative: Summary and Vicinity Map
5. Bid Tabulation
6. Low Bid Proposal

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.)*

Public Works respectfully requests that the Flood Control Zone District Board of Supervisors authorize the County Executive to approve the following:

1. The North Cottonwood Stormwater Improvements – Hazel Lane as a 2018 capital improvement project.

2. The contract award to Strider Construction Company, Inc. as low bidder in the amount of $279,435.00 for the North Cottonwood Stormwater Improvements – Hazel Lane project in Birch Bay, Bid #18-44.

COMMITTEE ACTION:	*COUNCIL ACTION:*

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

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

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

STORMWATER/NPDES
322 N. Commercial, Suite 224
Bellingham, WA 98225
Main: (360) 778-6210
FAX: (360) 778-6201
www.whatcomcounty.us

RECEIVED
SEP 13 2018
JACK LOUWS
COUNTY EXECUTIVE

MEMORANDUM

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

THROUGH: Jon Hutchings, Public Works Director

FROM: Kraig Olason, Stormwater Program Manager

DATE: September 7, 2018

RE: Bid # 18-44, **North Cottonwood Stormwater Improvements – Hazel Lane** Construction Contract Award to Strider Construction Company, Inc.

Please find enclosed for your review and approval a contract award package for the **North Cottonwood Stormwater Improvements – Hazel Lane** capital improvement project in the Birch Bay watershed. This package consists of an agenda bill, project summary and vicinity map, project cost breakdown, bid tabulation, and the lowest apparent bid proposal. Bid proposals for this project were opened at 2:30 p.m. on Tuesday, September 4, 2018.

- **Requested Action**

1. Public Works requests that the Flood Control Zone District Board of Supervisors authorize the County Executive to approve the **North Cottonwood Stormwater Improvements – Hazel Lane** project for 2018. Pursuant to Resolution 2017-295 adopting the Six-Year Water Resources Improvement Program (WRIP) for 2018-2023, the Harborview Road Drainage Improvements Phase 1 was scheduled for construction in 2018 and the subject project on Hazel Lane was slated for 2019. However, due to required project coordination with the delayed Birch Bay Drive Pedestrian Facility project, Harborview Road drainage upgrades have been put on hold until 2020 and the Hazel Lane project is moving forward in 2018.

2. Public Works requests that the Flood Control Zone District Board of Supervisors authorize the County Executive to enter into a contract for the subject project to Strider Construction Company, Inc. as the lowest responsible and responsive bidder as provided for by Resolution 2017-321 and WCC 3.08.100. The total cost of the bid is $279,435.00 including all applicable taxes. Please signify your approval to award this contract to Strider Construction Company, Inc. on the Approval for Contract Award page.

- **Background and Purpose**

The **North Cottonwood Stormwater Improvements – Hazel Lane** project will improve stormwater conveyance capacity, reduce flooding/drainage-related impacts to private property and county road systems, provide roof/downspout connections to the upgraded system and improve water quality by safely conveying the stormwater to a water quality treatment swale. The existing stormwater infrastructure is failing and conveyance is sluggish due to improperly installed driveway culverts, extremely low gradient and poor drainage system design. This project was identified as a high priority capital improvement project in the Central North Subwatershed Master Plan, the Six-Year Water Resources Improvement Program and by recommendation of the Birch Bay Watershed and Aquatic Resources Management (BBWARM) District Advisory Committee.

- **Funding Amount and Source**

Expenditure for this project in the amount of $279,435.00 is authorized under BBWARM's 2018 budget for Birch Bay projects (cost center 9259018002, work order 20028).

Please contact Kraig Olason at extension 6301, if you have any questions or concerns regarding the terms of this agreement.

Encl.

In accordance with WCC 3.08.230, I concur with this recommendation:

Sara Winger, Purchasing Coordinator — Date: 09/13/2018

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

STORMWATER/NPDES
322 N. Commercial, Suite 224
Bellingham, WA 98225
Main: (360) 778-6210
FAX: (360) 778-6201
www.whatcomcounty.us

North Cottonwood Stormwater Improvements – Hazel Lane

APPROVAL FOR CONTRACT AWARD

Approval is hereby granted to award the Contract as follows:

Project: North Cottonwood Stormwater Improvements – Hazel Lane

To: Strider Construction Company, Inc.

in the amount of their bid proposal of $279,435.00 including all taxes.

Jack Louws
Whatcom County Executive
Approving Authority for Flood Control
Zone District Board of Supervisors

Date

~~Karen Frakes~~ Royce Buckingham
~~Chief Civil~~ Deputy Prosecutor

9-13-18
Date

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

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Project Cost Break Down

North Cottonwood Stormwater Improvements – Hazel Lane

	Whatcom County
Design Engineering	$40,000.00
Right-of-Way	$2,500.00
Construction Contract	$279,435.00
Construction Engineering	$45,000.00
Archaeology	$9,000.00
Permitting and Surveying	$14,600.00
Testing and Contingency	$8,000.00
Total	**$398,535.00**

North Cottonwood Stormwater Improvements – Hazel Lane (CN-C-1)
Database ID No. 07-159

Construction Funding Year(s): 2018 (revised)

Project Narrative:

This project involves drainage improvements within the North Cottonwood neighborhood, including re-grading ditches, replacing culverts and installing new pipes and catch basins. The upgrade to the drainage system will improve stormwater flows, reduce drainage-related impacts to private property and county road systems, provide roof/downspout connections to the upgraded system and improve water quality by safely conveying the Hazel Lane stormwater to the existing water quality treatment swale.

This project will complete the stormwater improvements within the North Cottonwood Neighborhood, as identified in the Birch Bay Central North Subwatershed Master Plan and the Birch Bay Comprehensive Stormwater Plan. It will also provide the final contributing area to the water quality treatment swale constructed in 2013, as a component of the Cottonwood Neighborhood Drainage Improvements Project.

Project Status:

Preliminary engineering design began in 2017 and was completed in 2018. Construction is scheduled to take place in the fall of 2018.

Total Estimated Project Cost:	$383,975
Expenditures to Date:	$0

Bid Tabulations

North Cottonwood Stormwater Improvements, Hazel Lane

Bid Number 18-44

				ENGINEER'S ESTIMATE		Strider Construction Co., Inc		Oceanside Construction, Inc.		Iverson Earth Works, LLC		Henifin Construction, LLC.		Granite Construction Company		Len Honcoop Gravel, Inc.		Faber Construction	
ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	$42,000.00	$42,000.00	$30,000.00	$30,000.00	$20,000.00	$20,000.00	$26,847.00	$26,847.00	$26,000.00	$26,000.00	$29,300.00	$29,300.00	$25,140.20	$25,140.20	$38,580.68	$38,580.68
2	SPCC PLAN	1	LS	$600.00	$600.00	$1,000.00	$1,000.00	$500.00	$500.00	$250.00	$250.00	$500.00	$500.00	$500.00	$500.00	$250.00	$250.00	$1,021.88	$1,021.88
3	STAND-BY TIME DUE TO ARCHAEOLOGICAL FINDINGS	1	FA	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
4	TRAFFIC CONTROL PLAN	1	LS	$600.00	$600.00	$1,000.00	$1,000.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$250.00	$250.00	$1,021.88	$1,021.88
5	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	$8,800.00	$8,800.00	$15,000.00	$15,000.00	$5,760.00	$5,760.00	$13,310.00	$13,310.00	$5,000.00	$5,000.00	$13,000.00	$13,000.00	$29,199.34	$29,199.34	$22,351.81	$22,351.81
6	CLEARING AND GRUBBING	1	LS	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$3,829.00	$3,829.00	$15,000.00	$15,000.00	$5,000.00	$5,000.00	$11,629.11	$11,629.11	$11,309.68	$11,309.68
7	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	$15,000.00	$15,000.00	$10,000.00	$10,000.00	$6,000.00	$6,000.00	$6,259.00	$6,259.00	$8,000.00	$8,000.00	$10,000.00	$10,000.00	$9,516.77	$9,516.77	$25,344.47	$25,344.47
8	DITCH EXCAVATION INCL. HAUL	70	CY	$75.00	$5,250.00	$50.00	$3,500.00	$43.00	$3,010.00	$54.50	$3,815.00	$5.00	$350.00	$90.00	$6,300.00	$40.46	$2,832.20	$113.34	$7,933.80
9	TEMPORARY BYPASS PLAN	1	LS	$600.00	$600.00	$500.00	$500.00	$500.00	$500.00	$500.00	$500.00	$250.00	$250.00	$1,000.00	$1,000.00	$500.00	$500.00	$1,362.51	$1,362.51
10	TEMPORARY BYPASS	1	LS	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$3,000.00	$3,000.00	$2,000.00	$2,000.00	$6,000.00	$6,000.00	$20,887.92	$20,887.92	$10,904.33	$10,904.33
11	GRAVEL BORROW INCL. HAUL	835	TON	$25.00	$20,875.00	$10.00	$8,350.00	$10.00	$8,350.00	$31.40	$26,219.00	$50.00	$41,750.00	$25.00	$20,875.00	$9.77	$8,157.95	$18.56	$15,497.60
12	WATER	10	M GAL	$76.00	$760.00	$80.00	$800.00	$130.00	$1,300.00	$1.00	$10.00	$200.00	$2,000.00	$100.00	$1,000.00	$767.83	$7,678.30	$384.20	$3,842.00
13	STRUCTURE EXCAVATION CLASS B INCL. HAUL	550	CY	$20.00	$11,000.00	$20.00	$11,000.00	$19.00	$10,450.00	$77.50	$42,625.00	$10.00	$5,500.00	$21.00	$11,550.00	$33.61	$13,095.50	$33.73	$18,551.50
14	SHORING OR EXTRA EXCAVATION CLASS B	1600	SF	$0.50	$800.00	$0.10	$160.00	$0.50	$800.00	$0.91	$16.00	$1.00	$1,600.00	$1.65	$2,640.00	$0.25	$400.00	$3.41	$5,456.00
15	CRUSHED SURFACING TOP COURSE	90	TON	$40.00	$3,600.00	$55.00	$4,950.00	$40.00	$3,600.00	$49.50	$4,455.00	$125.00	$11,250.00	$90.00	$8,100.00	$104.08	$9,367.20	$32.70	$2,943.00
16	QUARRY SPALLS	30	TON	$50.00	$1,500.00	$50.00	$1,500.00	$37.00	$1,110.00	$52.00	$1,560.00	$60.00	$1,800.00	$85.00	$2,550.00	$200.43	$6,012.90	$95.50	$2,865.00
17	HMA CL. 3/8 in. PG 64-22	25	TON	$500.00	$12,500.00	$300.00	$7,500.00	$250.00	$6,250.00	$465.00	$11,625.00	$250.00	$6,250.00	$225.00	$5,625.00	$275.75	$6,893.75	$302.96	$7,574.00
18	COMMERCIAL CONCRETE	5	CY	$500.00	$2,500.00	$325.00	$1,625.00	$250.00	$1,250.00	$768.20	$3,841.00	$900.00	$4,500.00	$650.00	$3,250.00	$617.17	$3,085.85	$525.14	$2,625.70
19	PIPE END DEBRIS GRATE, 12 IN. DIAM.	2	EA	$150.00	$300.00	$300.00	$600.00	$113.00	$720.00	$280.00	$560.00	$1,000.00	$2,000.00	$650.00	$1,300.00	$240.32	$480.64	$173.24	$346.48
20	SOLID WALL PVC CULV. PIPE 12 IN. DIAM.	310	LF	$50.00	$15,500.00	$28.00	$8,680.00	$60.00	$18,600.00	$20.50	$6,355.00	$30.00	$9,300.00	$40.00	$12,400.00	$30.09	$9,327.90	$42.88	$13,292.80
21	SOLID WALL PVC STORM SEWER PIPE 12 IN. DIAM.	1460	LF	$50.00	$73,000.00	$32.00	$46,720.00	$60.00	$87,600.00	$17.60	$25,696.00	$40.00	$58,400.00	$42.00	$61,320.00	$34.84	$50,866.40	$42.52	$62,079.20
22	CATCH BASIN TYPE 1	20	EA	$2,250.00	$45,000.00	$1,200.00	$24,000.00	$1,050.00	$21,000.00	$1,450.00	$29,000.00	$1,500.00	$30,000.00	$1,900.00	$38,000.00	$1,605.99	$32,119.80	$1,444.53	$28,890.60
23	CONNECTION TO DRAINAGE STRUCTURE	1	EA	$1,400.00	$1,400.00	$200.00	$200.00	$200.00	$200.00	$2,220.00	$2,220.00	$200.00	$200.00	$550.00	$550.00	$2,458.39	$2,458.39	$1,243.39	$1,243.39
24	PLUGGING EXISTING PIPE	6	EA	$650.00	$3,900.00	$300.00	$1,800.00	$50.00	$300.00	$400.00	$2,400.00	$100.00	$600.00	$350.00	$2,100.00	$636.73	$3,820.38	$362.28	$2,173.68
25	ESC LEAD	20	DAY	$100.00	$2,000.00	$50.00	$1,000.00	$100.00	$2,000.00	$75.00	$1,500.00	$50.00	$1,000.00	$15.00	$300.00	$245.46	$4,909.20	$85.16	$1,703.20
26	INLET PROTECTION	20	EA	$80.00	$1,600.00	$100.00	$2,000.00	$40.00	$800.00	$75.00	$1,500.00	$125.00	$2,500.00	$60.00	$1,200.00	$101.94	$2,038.80	$77.31	$1,546.20
27	EROSION/WATER POLLUTION CONTROL	1	FA	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
28	SEEDING AND FERTILIZING	1300	SY	$2.80	$3,640.00	$1.00	$1,300.00	$2.00	$2,600.00	$1.92	$2,496.00	$5.00	$6,500.00	$5.00	$6,500.00	$5.73	$7,449.00	$1.82	$2,366.00
29	TOPSOIL TYPE A	250	CY	$65.00	$16,250.00	$45.00	$11,250.00	$42.00	$10,500.00	$70.00	$17,500.00	$50.00	$12,500.00	$65.00	$16,250.00	$57.23	$14,307.50	$60.59	$15,147.50
30	REPAIR OF PUBLIC AND PRIVATE FACILITIES (FORCE ACCT.)	1	FA	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00	$45,000.00
31	UNANTICIPATED SITE WORK (FORCE ACCT.)	1	FA	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
	TOTAL BID				$383,975.00		$279,435.00		$290,200.00		$312,888.00		$330,250.00		$342,110.00		$357,976.00		$382,974.89

*Note: Amounts in ***bold and italic*** represent a correction to the contractor's submitted bid

I hereby certify that the amounts tabulated herein are correct and accurately represents the amounts contained in the Engineer's estimate and the respective bid proposals opened at 2:30 pm. September 4, 2018 for the North Cottonwood Stormwater Improvements,Hazel Lane project.

Joe Rutan, P.E., County Engineer/Asst. Director of Public Works — 9/6/18 Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this day personally appeared before me Joe Rutan, P.E., to me known to be the County Engineer and the person described herein and who executed the foregoing instrument.

Sandra L. Mock

Notary Public
Residing at Bellingham

My commission expires 6/29/2022

SANDRA L MOCK
NOTARY PUBLIC
STATE OF WASHINGTON
APPOINTMENT EXPIRES
JUNE 29, 2022

Strider

BID PROPOSAL

WHATCOM COUNTY PUBLIC WORKS
STORMWATER DIVISION
BELLINGHAM, WASHINGTON

NORTH COTTONWOOD STORMWATER IMPROVEMENTS

HAZEL LANE

BID NO 18-44

DATE: September 4, 2018

TO: Whatcom County Executive and Council
Whatcom County Courthouse
311 Grand Avenue
Bellingham, Washington 98225

Gentlepersons:

This certifies that the Undersigned: has examined the location of the project site and the conditions of work; and has carefully read and thoroughly understands the contract documents entitled: **"NORTH COTTONWOOD STORMWATER IMPROVEMENTS, HAZEL LANE, BID NO 18-44"** Whatcom County, Washington, including the "Bid Procedures and Conditions," "Specifications and Conditions," "Contract Forms," "Construction Plans," and "Appendices," governing the work embraced in this project, and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said contract documents, and agrees to accept as payment for said work, the schedule of lump sum and unit prices as set forth in the "Bid" below.

The Undersigned acknowledges that payment will be based on the actual work performed and material used as measured or provided for in accordance with the said contract documents, and that no additional compensation will be allowed for any taxes not included in each lump sum or unit price, and that the basis for payment will be the actual work performed and measured or provided for in accordance with the said contract documents. The Undersigned certifies that it is not currently disqualified from bidding on any public works contract under RCW 39.06.010 or RCW 39.12.065(3).

NORTH COTTONWOOD STORMWATER IMPROVEMENTS, HAZEL LANE, BID NO 18-44

ITEM NO.	UNIT MEASURE	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT PRICE IN FIGURES	EXTENDED PRICE IN FIGURES
1	LUMP SUM	MOBILIZATION	1	LS	$30,000.00
2	LUMP SUM	SPCC PLAN	1	LS	$ 1,000.00
3	FORCE ACCOUNT	STAND-BY TIME DUE TO ARCHAEOLOGICAL FINDINGS	1	FA	$5,000
4	LUMP SUM	TRAFFIC CONTROL PLAN	1	LS	$ 1,000.00
5	LUMP SUM	PROJECT TEMPORARY TRAFFIC CONTROL	1	LS	$ 15,000.00
6	LUMP SUM	CLEARING AND GRUBBING	1	LS	$ 5,000.00
7	LUMP SUM	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	$ 10,000.00
8	CUBIC YARD	DITCH EXCAVATION INCL. HAUL	70	$50.00 CY	$ 3,500.00
9	LUMP SUM	TEMPORARY BYPASS PLAN	1	LS	$ 500.00
10	LUMP SUM	TEMPORARY BYPASS	1	LS	$ 5,000.00
11	TON	GRAVEL BORROW INCL. HAUL	835	$10.00 TON	$ 8,350.00
12	M. GAL	WATER	10	$80.00 M GAL	$ 800.00
13	CUBIC YARD	STRUCTURE EXCAVATION CLASS B INCL. HAUL	550	$20.00 CY	$ 11,000.00
14	SQUARE FOOT	SHORING OR EXTRA EXCAVATION CLASS B	1600	$0.10 SF	$ 160.00
15	TON	CRUSHED SURFACING TOP COURSE	90	$55.00 TON	$ 4,950.00

16	TON	QUARRY SPALLS	30	$50.00 TON	$ 1,500.00	✓ ✓
17	TON	HMA CL. 3/8 IN. PG 64-22	25	$300.00 TON	$ 7,500.00	✓ ✓
18	CUBIC YARD	COMMERCIAL CONCRETE	5	$325.00 CY	$ 1,625.00	✓ ✓
19	EACH	PIPE END DEBRIS GRATE, 12 IN. DIAM.	2	$300.00 EA	$ 600.00	✓ ✓
20	LINEAR FOOT	SOLID WALL PVC CULV. PIPE 12 IN. DIAM.	310	$28.00 LF	$ 8,680.00	✓ ✓
21	LINEAR FOOT	SOLID WALL PVC STORM SEWER PIPE 12 IN. DIAM.	1460	$32.00 LF	$ 46,720.00	✓ ✓
22	EACH	CATCH BASIN TYPE 1	20	$1,200.00 EA	$ 24,000.00	✓ ✓
23	EACH	CONNECTION TO DRAINAGE STRUCTURE	1	EA	$ 200.00	✓ ✓
24	EACH	PLUGGING EXISTING PIPE	6	$300.00 EA	$ 1,800.00	✓ ✓
25	DAY	ESC LEAD	20	$50.00 DAY	$ 1,000.00	✓ ✓
26	EACH	INLET PROTECTION	20	$100.00 EA	$ 2,000.00	✓ ✓
27	FORCE ACCOUNT	EROSION/WATER POLLUTION CONTROL	1	FA	$20,000	✓✓
28	SQUARE YARD	SEEDING AND FERTILIZING	1300	$1.00 SY	$ 1,300.00	✓ ✓
29	CUBIC YARD	TOPSOIL TYPE A	250	$45.00 CY	$ 11,250.00	✓✓
30	FORCE ACCOUNT	REPAIR OF PUBLIC AND PRIVATE FACILITIES (FORCE ACCT.)	1	FA	$45,000	✓✓
31	FORCE ACCOUNT	UNANTICIPATED SITE WORK (FORCE ACCT.)	1	FA	$5,000	✓✓
TOTAL BID: (Bid Items 1-31)					$ 279,435.00	✓

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date August 22, 2018, the bidder is not a "willful" violator, as defined In RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Strider Construction Co., Inc.
Bidder's Business Name

Signature of Authorized Official

Kyle J. Gebhardt, P.E.
Printed Name

Vice-President
Title

9/4/18	Bellingham	WA
Date	City	State

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

N/A

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

APWA-WA Division 1 Committee rev.1/8/2016

PROPOSAL FOR INCORPORATING RECYCLED MATERIALS INTO THE PROJECT

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: 0 percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: Strider Construction Co., Inc.

Signature of Authorized Official: Kyle J. Gebhardt, P.E.

Date: 9/4/18

STRIDER CONSTRUCTION CO. INC. CORPORATE SEAL WASHINGTON

NON-COLLUSION DECLARATION

NORTH COTTONWOOD STORMWATER IMPROVEMENTS

HAZEL LANE

BID NO 18-44

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BIDDER IDENTIFICATION

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made, and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name: Strider Construction Co., Inc.

Address: 4721 Northwest Drive

Bellingham, WA 98226

Telephone: 360-380-1234

Contractor's WA Registration Number: STRIDCC121OZ

Contractor's WA UBI Number: 601 100 050

Contractor's WA Employment Security Department Number: 000-655099-00-1

Contractor's WA Excise Tax Registration Number: 601 100 050

The Firm submitting this proposal is a:

____ Sole Proprietorship
____ Partnership
__X__ Corporation

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

James A. Gebhardt, P.E.	President
Kyle J. Gebhardt, P.E.	Vice-President
Ray Gould	Vice-President
Jay Van Wingerden	Secretary/Treasurer

NOTE: Signatures of this proposal must be identified above. Failure to identify the Signatories will be cause for considering the proposal irregular and for subsequent rejection of the bid.

BID PROPOSAL SIGNATURE AND ADDENDUM ACKNOWLEDGMENT

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein. The undersigned hereby agrees to pay labor not less than the prevailing rates of wages or less than the hourly minimum rate of wages as specified in the Specifications and Conditions for this project.

CASH ☐ IN THE AMOUNT OF _____

CASHIER'S CHECK ☐ ($_____) PAYABLE TO WHATCOM COUNTY

CERTIFIED CHECK ☐ ($_____) PAYABLE TO WHATCOM COUNTY

PROPOSAL BOND ☒ IN THE AMOUNT OF 5% OF THE BID.

Receipt is hereby acknowledged by addendum(s) No.(s) 1, 2, & _____

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED) _____

Kyle J. Gebhardt, P.E., Vice-President

FIRM NAME: Strider Construction Co., Inc.

STRIDER CONSTRUCTION CO., INC. CORPORATE SEAL WASHINGTON

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 4th day of September, 20 18, before me personally appeared Kyle J. Gebhardt, P.E. to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

VIRGINIA L. FULLNER License 84089 NOTARY PUBLIC Expires 07-31-2022 STATE OF WASHINGTON

_____
NOTARY PUBLIC, in and for the State of Washington, residing at: Whatcom County
My Commission Expires: 7/31/2022

This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from Whatcom County will be cause for considering the proposal irregular and for subsequent rejection of the bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Strider Construction Co., Inc. of Bellingham, Washington, as principal, and the Travelers Casualty and Surety Company of America a corporation duly organized under the laws of the State of Connecticut and having its principal place of business at Seattle in the State of Washington, as Surety, are held and firmly bound unto Whatcom County, a Municipal Corporation in the State of Washington, in the full and penal sum of five percent (5%) of the total bid amount appearing on the bid proposal of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that, whereas, the principal herein is herewith submitting his or its bid proposal for **NORTH COTTONWOOD IMPROVEMENTS, HAZEL LANE,** bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the said PRINCIPAL be accepted, and the contract be awarded to said PRINCIPAL, and if said PRINCIPAL shall duly make and enter into and execute said contract and shall furnish the performance bond as required by the bidding and contract documents within a period of ten (10) days from and after said award, exclusive of the day of such award, then its obligation to pay the above-mentioned penal sum as liquidated damages shall be null and void, otherwise it shall remain and be in full force and effect.

SIGNED AND SEALED this 4th day of September, 20 18.

Strider Construction Co., Inc.
Principal

By _____
Kyle J. Gebhardt, P.E., Vice-President

STRIDER CONSTRUCTION CO., INC. CORPORATE SEAL WASHINGTON (Seal)

Travelers Casualty and Surety Company of America
Surety

By _____
Julie M. Glover Attorney-In-Fact

The Attorney-in-Fact who executes this bond on behalf of the surety company, must attach a copy of his power-of attorney as evidence of his authority.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St.Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Julie M. Glover, S.M. Scott, Michael A. Murphy, Jim W. Doyle, Andy D. Prill, Jim S. Kulch, Chad M. Epple, Steve Wagner, Theresa A. Lamb, Carl M. Lovested III, Patti White, Teresa Glombecki, and Maxwell Martin,** of **Bothell, Washington,** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances,conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity ofpersons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017** .

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of September 2018

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

SIMILAR PROJECTS REFERENCE FORM

The name of the Agency or Client for which the project was performed, including the address, phone number and the name of the project manager:

Project Name: Kwina Road Pedestrian Improvements

Agency or Client: Lummi Indian Business Council

Project Manager's Name: Robert Pell

Address: 2665 Kwina Road, Bellingham, WA 98226

Phone Number: 360-312-2348

Project Name: Ferry/River Street Overlay & Storm Drain

Agency or Client: Ferry County Department of Public Works

Project Manager's Name: Troy Reynolds

Address: 350 E Delaware #8, Republic, WA 99116

Phone Number: 206-775-5222

Project Name: 2016 Swift Creek Sediment Removal

Agency or Client: Whatcom County

Project Manager's Name: Gary Goodall

Address: 322 N. Commercial St., Ste 301, Bellingham, WA 98225

Phone Number: 360-778-6287

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-264

CLEARANCES	*Initial*	*Date*	*Date Received in Council Office*	*Agenda Date*	*Assigned to:*
Originator: Kraig Olason	KO	9/11/18	RECEIVED SEP 17 2018 WHATCOM COUNTY COUNCIL	9/25/18	*Finance*
Division Head: Kraig Olason	KO	9/11/18		9/25/18	*FCZD Board of Supervisors*
Dept. Head: Jon Hutchings	JH	9/11/18			
Prosecutor: ~~Karen Frakes~~ Royce Buckingham	RB	9-13-18			
Purchasing/Budget: Brad Bennett	BB	9/13/18			
Executive: Jack Louws	JL	9/17/18			

TITLE OF DOCUMENT:

Amendment 2 to Tetra Tech Design Contract for Birch Bay Drive Outfall Improvement Project

ATTACHMENTS:

1. Memorandum to County Executive and FCZD Board of Supervisors
2. Contract Information Sheet
3. Contract Attorney Review
4. Contract Amendment 2

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.)***

Contract Amendment 2 to provide supplemental engineering design services to accommodate a revised project area for the Birch Bay Drive Outfall Improvement project, including hydraulic analyses and design costs associated with a new road crossing location and ditch stabilization measures leading to the new outfall location.

COMMITTEE ACTION:	*COUNCIL ACTION:*

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

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

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

STORMWATER / NPDES
322 N. Commercial, Suite 224
Bellingham, WA 98225
Main: (360) 778-6210
FAX: (360) 778-6201
www.whatcomcounty.us

RECEIVED
SEP 13 2018
JACK LOUWS
COUNTY EXECUTIVE

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 JH

FROM: Kraig Olason, Stormwater Program Manager KO

DATE: September 7, 2018

RE: Amendment 2 to Tetra Tech Contract #201803018-1 for Birch Bay Drive Outfall Improvement Project Design

---

Enclosed for your review and signature are two (2) originals of Amendment 2 for Contract No. 201803018-1 between Tetra Tech, Inc. and Whatcom County for additional design assistance and analysis associated with the Birch Bay Drive Outfall Improvement Project.

- **Background and Purpose**

In December 2017, the failure of a corrugated metal outfall pipe on Point Whitehorn caused significant slope failure on a steep bluff to the shoreline, posing a critical public safety issue and the potential loss of personal property. The replacement of this outfall was originally scheduled for construction in 2021, but this pipe failure called for emergency action. Tetra Tech was hired in March 2018 (LOA 2018-SW-05) to conduct a hydrologic and hydraulic analysis and provide conceptual design options for repair. The results of that effort indicated that the most feasible design option was to re-route stormwater flows from this outfall further north along Birch Bay Drive (approximately 1500 feet) and outfall into a tributary of Terrell Creek.

Contract No. 201803018 involved the engineering design of this conveyance system and preparation of construction documents and bid package needed to construct the improvements. In May 2018, we learned that the Birch Bay Water & Sewer District (BBWSD) had a utility repair project planned for the same road corridor. Coordination of these two projects would reduce the impact/disruption to the neighborhood, save money for both districts and avoid major utility relocations in the future. Therefore, the scope of the original design contract with Tetra Tech was amended to include a larger project area that aligned with BBWSD's waterline maintenance project. To avoid utility conflicts at the intersection of Pt. Whitehorn Road and Birch Bay Drive, a new outfall location was identified in August 2018, which requires additional hydraulic analyses and design costs associated with the new road crossing and ditch stabilization measures leading to the new outfall location. Amendment 2 to this contract includes these supplemental engineering services.

The Birch Bay Drive Outfall Improvement project was identified as a high priority capital improvement project in the Point Whitehorn Subwatershed Master Plan, the Six-Year Water Resources Improvement Program (WRIP) and by recommendation of the Birch Bay Watershed and Aquatic Resources Management (BBWARM) Advisory Committee.

- **Funding Amount and Source**

Contract total of $102,278.00 will be funded by existing authority in the BBWARM district budget (cost center 9259018001, work order 19852).

Please contact Kraig Olason at extension 6301, if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. 201803018-2

Originating Department:	Public Works
Division/Program: *(i.e. Dept. Division and Program)*	Stormwater-BBWARM 907690
Contract or Grant Administrator:	Kraig Olason, Stormwater Program Manager
Contractor's / Agency Name:	Tetra Tech, Inc.

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 #: 201803018

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): _____ 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 9259018001
Yes ☒ No ☐ If yes, RFP and Bid number(s): RFQ 17-01 Cost Center: WO# 19852

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):
$ 83,810.00
This Amendment Amount:
$ 18,468.00
Total Amended Amount:
$ 102,278.00

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: This scope of work includes public meeting support and supplemental engineering services to accommodate a revised project area for the Birch Bay Drive Outfall Improvements project, including hydraulic analyses and design costs associated with a new road crossing location and ditch stabilization measures leading to the new outfall location.

Term of Contract: Expiration Date: 6/1/2019

Contract Routing:

1. Prepared by:	Holly Faulstich	Date: 9/7/18
2. Attorney signoff:	KNF	Date: 9/7/18
3. AS Finance reviewed:	bbennett BB	Date: 9/7/18
4. IT reviewed (if IT related):		Date:
5. Contractor signed:	✓	Date: 9-10-18
6. Submitted to Exec.:	✓	Date: 9-14-18
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

COUNTY ORIGINAL

Whatcom County Contract No.
20180 3018-2

Amendment No. 2
Whatcom County Contract No. 201803018-1
CONTRACT BETWEEN WHATCOM COUNTY AND
Tetra Tech, Inc.

THIS AMENDMENT is to the Contract between Whatcom County and Tetra Tech, Inc., dated April 1, 2018 and designated "Whatcom County Contract No. 201803018-1". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment does not extend the term of this Agreement and increases the maximum consideration by $18,468.00 to a total consideration of $102,278.00, as shown in Exhibit B-1 and B-1.1, see attached.

This Amendment also adds the following to the Scope of Work, Exhibit A-1, see attached.

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

This Amendment takes effect: April 1, 2018, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and Tetra Tech, Inc. have executed this Amendment on the date and year below written.

DATED this 10th day of September, 2018.

CONTRACTOR:

Tetra Tech, Inc.

Ridge Robinson, Program Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 10th day of September, 2018, before me personally appeared Ridge Robinson to me known to be the Program manager of Tetra Tech and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

ERIN WALTON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 08-07-20

NOTARY PUBLIC in and for the State of Washington,

Erin Walton printed name,
residing at King County.
My commission expires 08-07-20

WHATCOM COUNTY:

Recommended for Approval:

9/11/18
Jon Hutchings Date
Public Works Director

Approved as to form:

9-13-18
~~Karen Frakes~~ Date
~~Chief Civil~~ Deputy Prosecutor

Approved:
Accepted for Whatcom County:

By: _____
Jack Louws, Whatcom County Executive/Signatory for 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,
_____, printed name.
residing at _____.
My commission expires _____.

CONTRACTOR INFORMATION:

Tetra Tech, Inc.
Ridge Robinson, Program Manager

1420 Fifth Avenue, Suite 650
Seattle, WA 98101

Contact: Theo Prince, PE
Phone: 206-883-9375
FAX: 206-883-9301
Email: theo.prince@tetratech.com

EXHIBIT A-1

INCREASED SCOPE OF WORK

Amendment No. 2 to Contract No. 201803018-1

Supplemental Engineering Design Services

September 6, 2018

This scope of work includes supplemental engineering services for the design of the Birch Bay Drive Outfall Improvements project.

TASK 1 - ADDITIONAL HYDRAULIC ANALYSIS FOR POINT WHITEHORN CROSSING AND DITCH STABILIZATION DESIGN WORK

Additions to Task 1 cover the increased effort associated with analyzing options and impacts to the Birch Bay Water & Sewer District (BBWSD) facilities for the culvert crossing of Point Whitehorn Road and the associated ditch outfalling to the beaver pond.

Task 1 Additional Scope Items

- Review and analysis of beaver pond culvert hydraulics and summary of increase/decreased peak flows at the ditch located at the BBWSD access road and at the culverts leading into the beaver pond.
- Revise crossing location to the flow splitter located approximately 185' south of Birch Bay Drive and Point Whitehorn Road to accommodate the BBWSD concerns and facilities located at the original crossing location.
- Design and construction documents associated with the repair and stabilization measures to existing incised ditch leading to the beaver pond to handle associated proposed design flows.

Task 1 Assumptions

- Potholing of BBWSD facilities at the revised crossing location and ditch to the beaver pond will be performed and provided by the BBWSD with survey point by Whatcom County.
- Permitting and easements associated with beaver pond ditch improvements provided by Whatcom County.

Task 1 Deliverables

- Memo (approximately 3 pages) summarizing changed flow contributions to the BBWSD access road ditch, the culvert under Pt. Whitehorn Rd leading to beaver pond ditch, and the capacity of concrete box culvert from the beaver pond crossing under the BBWSD access drive.
- Approximately 3 added sheets for the extended project length (1 erosion control sheet, 1 stormwater plan/profile sheet, and 1 detail sheet) for all submittals and updates to design report.

TASK 4 - PROJECT MANAGEMENT

Additions to Task 4 include attendance at two BBWARM advisory committee/public outreach meetings.

Task 4 Assumptions

- Preparation of graphics to support meetings presentations, one hour each per meeting.
- Two BBWARM meetings are budgeted involving one employee from Tetra Tech for six hours.

EXHIBIT B-1

BUDGET

Amendment No. 2 to Contract No. 201803018-1

Increase in Fee Estimate for Increased Scope and Changed Work

Task Amendments	Senior Engineer	Engineer	Senior Engineer/PM	CAD Technician	Task Pricing
Task 1 – Hydraulic Analysis	2	16	24	12	$ 7,102
Task 1 – Beaver Pond Ditch Stabilization	2	8	32	24	$8,770
Task 4 – BBWARM AC Meetings	6	2	6		$ 2,400
				Labor Subtotal	$ 18,272
				Travel	$ 196
				Amend. 2 Subtotal	**$ 18,468**
				Current Fee Estimate	$ 83,810
				Revised Total Fee	**$ 102,278**

(See separate attachment for complete spreadsheet - Exhibit B-1.1)

EXHIBIT B-1.1

Price Proposal		Labor Plan					Price Summary / Totals							Supplemental						Total
		5 Resource											Task Pricing Totals	83,810						
	Bill Rate >	209.00	75.00	105.00	156.00	100.00							Specify Add'l Fees on Setup	0	209.00	105.00	156.00	105.00			
7009/7011 Birch Bay Drive													Technology Use Fee								
Outfall Improvements	Proj Area >	Eng	Admin	Eng	Eng	Eng							Total Price	83,810	Eng	Eng	Eng	Eng			
Submitted to: Whatcom County Public Works - Stormwater Division																					
Contract Type: T&M		Senior Engineer (Jerry Scheller)	Admin (Starshea Harris)	Engineer (Greg Woloveke)	Senior Engineer/PM (Theo Prince)	CAD Technician (Adam Forcier)	Pricing by Resource								Senior Engineer (Jerry Scheller)	Engineer (Greg Woloveke)	Senior Engineer/PM (Theo Prince)	CAD Technician (Nadine Stock)	Supplemental Labor	Travel	Combined Total
Project Phases / Tasks	Total Labor Hrs						Labor Rate Esc.	Labor	Subs	Travel	Mat'ls & Equip	ODCs	Task Pricing Totals								
	716	36	4	96	266	180	0.00%	77,400	6,050	360	-	-	83,810		10	26	62	36	18,272	196	102,278
Task 1. Design of BBD Improvements	606	26		96	200	164		63,114		360			63,474		4	24	56	36	15,872		79,346
Task 2. Slope Stabilization	52	4			32	16		7,428	6,050				13,478								13,478
Task 3. Assistance During Bidding	8	6			2			1,566					1,566								1,566
Task 4. Project Management	50		4		32			5,292					5,292		6	2	6		2,400	196	7,888
Totals	716	36	4	96	266	180	0.00%	77,400	6,050	360	-	-	83,810		10	26	62	36	18,272	196	102,278

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/22/2017

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445
INSURER B:	Lexington Insurance Company	19437
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Tetra Tech, Inc.
1420 5th Avenue, Suite 550
Seattle WA 98101 USA

COVERAGES **CERTIFICATE NUMBER:** 570068505138 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL7468716	10/01/2017	10/01/2018	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X X,C,U Coverage						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
B	Env Contr Prof			028182375 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2017	10/01/2019	Each Clain Agggregate	$1,000,000 $1,000,000

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

Whatcom County Public Works is included as Additional Insured in accordance with the policy provisions of the General Liability policy as required by written contract. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions as required by written contract. A Waiver of Subrogation is granted in favor of Whatcom County Public Works in accordance with the policy provisions of the General Liability and Professional Liability policies as required by written contract. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

Whatcom County Public Works
Attn: Remy McConnell
Civic Center Annex
322 N. Commercial Street, Suite 301
Bellingham WA 98225 USA

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

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570068505138

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WHATCOM COUNTY COUNCIL AGENDA BILL NO. 2018-265

CLEARANCES	*Initial*	*Date*	*Date Received in Council Office*	*Agenda Date*	*Assigned to:*
Austin Rose Originator:	*AR*	*8/24/2018*	RECEIVED SEP 17 2018 WHATCOM COUNTY COUNCIL	9/25/18	Finance/Council
Division Head:		9/12/18			
Dept. Head:		9/12/18			
Prosecutor:	*KNF*	*9/11/2018*			
Purchasing/Budget:	*MDC*	*9/11/18*			
Executive:		9/17/18			

TITLE OF DOCUMENT:
State of Washington Department of Ecology Grant Agreement SEANWS-2018-WhCoPW-00013 Northwest Straits Project: Whatcom Marine Resources (MRC) Operation and Projects

ATTACHMENTS:
Contract information sheet, memo, and grant agreement

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

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

This grant agreement will be used to fund administrative support and action projects for the Whatcom County Marine Resources Committee through the period of October 1, 2018 through September 30, 2019. Action projects include education and outreach, water quality monitoring, bull kelp surveys, forage fish spawning surveys, and monitoring of a pilot Olympia Oyster restoration project.

COMMITTEE ACTION:	***COUNCIL ACTION:***

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

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

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

NATURAL RESOURCES
322 N. Commercial, Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

RECEIVED
SEP 13 2018
JACK LOUWS
COUNTY EXECUTIVE

MEMORANDUM

TO: The Honorable Jack Louws, Executive for 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, Natural Resources

DATE: August 24, 2018

RE: State of Washington Department of Ecology Grant Agreement SEANWS-2018-WhCoPW-00013 Northwest Straits Project: Marine Resources Committee (MRC Operations and Projects

Please find enclosed for your review and signature three (3) originals of Grant Agreement SEANWS-2018-WhCoPW-00013, Northwest Straits Project: Marine Resources Committee (MRC) Operation and Projects, between the Washington State Department of Ecology (DOE) and Whatcom County for the sum of $75,000.

Background and Purpose

This grant agreement will fund administrative support and action projects for the Whatcom County Marine Resources Committee including education and outreach, water quality monitoring, bull kelp surveys, forage fish spawning surveys, and monitoring of a pilot Olympia oyster restoration project.

The administrative portion of the budget will fund the continuation of an existing 0.7 FTE position to support the MRC with meeting coordination, contract administration, project implementation, and monitoring.

Funding Amount and Source
This grant agreement with Washington Department of Ecology provides the County with $75,000 for administrative and technical support to the MRC and to implement action projects. No match is required.

Please contact Austin Rose at extension 6286 or Gary Stoyka at extension 6218, if you have any questions or concerns regarding the terms of this agreement.

Encl.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. 201809004

Originating Department:	Public Works
Division/Program: *(i.e. Dept. Division and Program)* 907610	Natural Resources – Whatcom Marine Resources Committee
Contract or Grant Administrator:	Austin Rose, Planner I
Contractor's / Agency Name:	Washington State Department of Ecology

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: _____
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): SEANWS-2018-WhCoPW-00013 CFDA#: 66.456

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: 169119

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):
$ 75,000.00

This Amendment Amount:
$ _____

Total Amended Amount:
$ _____

Council approval required for; all property leases, contracts or bid awards **exceeding $40,000**, and professional service contract amendments that have an increase greater than $10,000 or 10% of contract amount, whichever is greater, **except when:**
1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, 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: This grant agreement will fund administrative support and action projects for the Whatcom County Marine Resources Committee including education and outreach, water quality monitoring, bull kelp surveys, forage fish spawning surveys, and monitoring of a pilot Olympia Oyster restoration project.

Term of Contract: October 1, 2018	Expiration Date: September 30, 2019

Contract Routing:

1. Prepared by:	Austin Rose	Date: 08/24/2018
2. Attorney signoff:	KNF	Date: 09/11/2018
3. AS Finance reviewed:	M Caldwell MDC	Date: 9/11/2018
4. IT reviewed (if IT related):		Date:
5. Contractor signed:		Date:
6. Submitted to Exec.:	✓	Date: 9-13-18
7. Council approved (if necessary):		Date:
8. Executive signed:		Date:
9. Original to Council:		Date:

COUNTY ORIGINAL

DEPARTMENT OF ECOLOGY State of Washington

WHATCOM COUNTY CONTRACT NO. 201809004

Agreement No. SEANWS-2018-WhCoPW-00013

SHORELANDS NORTHWEST STRAITS AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

WHATCOM COUNTY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Whatcom County, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Whatcom Marine Resources Committee Operation and Projects
Total Cost:	$75,000.00
Total Eligible Cost:	$75,000.00
Ecology Share:	$75,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	10/01/2018
The Expiration Date of this Agreement is no later than:	09/30/2019
Project Type:	Northwest Straits Grant

Project Short Description:
The Whatcom MRC works to achieve important goals of resource conservation and habitat protection within the Northwest Straits, through implementing priorities of the Puget Sound Action Agenda. This grant will support the Whatcom MRC operations and projects for 2018-19.

Project Long Description:
The MRC is focused on two Action Agenda strategic initiatives: 1) protecting and restoring marine habitats; 2) restore and reopen shellfish beds. In addition to projects, this funding provides education and outreach programming and administrative support for the MRC to accomplish these goals.

Overall Goal:
The overall goal is to implement projects that improve the health of marine waters, shorelines, and aquatic resources of Whatcom County.

RECIPIENT INFORMATION

Organization Name: Whatcom County

Federal Tax ID: 91-6001383
DUNS Number: 060044641

Mailing Address: 322 N. Commercial Street, Suite 220
Bellingham, Washington 98225

Physical Address: 322 N. Commercial Street, Suite 220
Bellingham, Washington 98225

Organization Email: rrydel@co.whatcom.wa.us

Contacts

Project Manager	Austin Rose Planner I - Marine Resources Committee Staff 322 N. Commercial St Bellingham, Washington 98225 Email: arose@co.whatcom.wa.us Phone: (360) 778-6286
Billing Contact	Christy Fowler 322 N. Commercial St. Suite 210 Bellingham, Washington 98225 Email: cfowler@co.whatcom.wa.us Phone: (360) 778-6214
Authorized Signatory	Jack Louws County Executive 311 Grand Avenue, Suite 108 Bellingham, Washington 98225 Email: jlouws@co.whatcom.wa.us Phone: (360) 676-6717

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Sasha Horst Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: horst@nwstraits.org Phone: (360) 428-1084
Financial Manager	Sasha Horst Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: horst@nwstraits.org Phone: (360) 428-1084
Technical Advisor	Lucas Hart Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: luha461@ecy.wa.gov Phone: (360) 428-1085

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By: _____

Gordon White Date

Shorelands

Program Manager

Whatcom County

See attached signature page 4b

By: _____

Jack Louws Date

County Executive

Template Approved to Form by
Attorney General's Office

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT:
Recommended for Approval:

9/12/18
Jon Hutchings, Public Works Director Date

Approved as to form:

9-13-18
~~Karen Frakes~~ Royce Buchanan Date
~~Chief Civil~~ Deputy Prosecuting Attorney

Approved:
Accepted for Whatcom County Flood Control Zone District:

By: _____
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

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

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

SCOPE OF WORK

Task Number: 1 **Task Cost:** $44,980.00

Task Title: MRC Operations

Task Description:
1.1 MRC Meetings and Communication: schedule and hold regular meetings of the MRC; prepare and distribute agenda; prepare and distribute meeting minutes; invite speakers on topics of community interest; and other logistical and communication functions as needed. Provide summary of activities for MRC representative to share at Northwest Straits Commission (NWSC) meetings.

1.2 Grant administration: Prepare progress reports, final report and closeout report for Northwest Straits Commission; track and administer budget; document matching funds and volunteer time; perform contract management; and prepare grant applications for MRC projects.

1.3 MRC Web Site: Existing MRC web site will be maintained and regularly updated with notices of upcoming meetings and agendas and other timely and relevant information.

1.4 Annual Report: This report will summarize MRC activities and progress on projects, including progress in achieving the Northwest Straits Initiative's performance benchmarks and connection to Puget Sound Action Agenda.

1.5 Annual Workplan: The workplan will include the objectives, timeframe, products, and benchmarks addressed in this scope of work.

1.6 Training: The MRC members will attend the Northwest Straits Commission training and/or additional conferences, trainings, and workshops as appropriate.

1.7 Representation at NWSC meetings: A representative of the MRC will attend each Northwest Straits Commission meeting and provide an update on current activities of the MRC.

1.8 Local Integrating Organization: The MRC will participate in meetings and operations of the Local Integrating Organization (LIO) in order to participate in the local planning process and action agenda update, including identification of Near Term Actions.

Task Goal Statement:
To carry out administrative functions in support of the mission (including work plan preparation, developing and preparing grant proposals, programmatic staff support, project monitoring and performance tracking, education programs and grant writing), travel, planning and participation in training opportunities.

Task Expected Outcome:
a. MRCs have a documented process to recruit and train members to be active participants and contributors to the work of the MRC.

b. Information about projects and the work of the MRC is accessible and shared regularly through presentations, meetings and web site.

c. The MRC meets regularly in a public forum that is promoted locally to community members and decision makers.

d. The MRC is informed of and contributes to the work of the Northwest Straits Commission.

e. The value of volunteer hours and other local contributions to the work of the MRC is documented and shared with the Commission and the County.

f. The work of the MRC is planned in advance through an annual workplan and documented in an annual report.

g. MRC members and staff contribute to other relevant local and regional processes related to marine issues.

MRC Operations

Deliverables

Number	Description	Due Date
1.1	Quarter 1 Progress Report	01/11/2019
1.2	Quarter 2 Progress Report	04/11/2019
1.3	Quarter 3 Progress Report	07/11/2019
1.4	Quarter 4 Progress Report	09/30/2019
1.5	Quarter 1 Meeting Agenda and Minutes	01/11/2019
1.6	Quarter 2 Meeting Agenda and Minutes	04/11/2019
1.7	Quarter 3 Meeting Agenda and Minutes	07/11/2019
1.8	Quarter 4 Meeting Agenda and Minutes	09/30/2019
1.9	Semi-Annual Web Site Address and Screen Shots of Up-to-Date Content 1	04/11/2019
1.10	Semi-Annual Web Site Address and Screen Shots of Up-to-Date Content 2	09/30/2019
1.11	Annual Workplan	01/11/2019
1.12	Annual Report	04/11/2019
1.13	Quarter 1 List of NWSC Meetings, Conferences and Other Workshops Attended and Names of MRC Members Attending	01/11/2019
1.14	Quarter 2 List of NWSC Meetings, Conferences and Other Workshops Attended and Names of MRC Members Attending	04/11/2019
1.15	Quarter 3 List of NWSC Meetings, Conferences and Other Workshops Attended and Names of MRC Members Attending	07/11/2019
1.16	Quarter 4 List of NWSC Meetings, Conferences and Other Workshops Attended and Names of MRC Members Attending	09/30/2019
1.17	Quarter 1 Report to the Commission	01/11/2019
1.18	Quarter 2 Report to the Commission	04/11/2019
1.19	Quarter 3 Report to the Commission	07/11/2019
1.20	Quarter 4 Report to the Commission	09/30/2019
1.21	Quarter 1 Matching Funds/Volunteer Time Tracking	01/11/2019
1.22	Quarter 2 Matching Funds/Volunteer Time Tracking	04/11/2019

1.23	Quarter 3 Matching Funds/Volunteer Time Tracking	07/11/2019
1.24	Quarter 4 Matching Funds/Volunteer Time Tracking	09/30/2019

SCOPE OF WORK

Task Number: 2 **Task Cost:** $17,900.00

Task Title: Education and Outreach

Task Description:
2.1 Public speaker series: Whatcom MRC will serve as the lead partner to organize four community events that will contribute to informing citizens about marine resources and issues specifically.

2.2 North Sound Stewards: Whatcom MRC will partner to implement a program developed in partnership with RE Sources for Sustainable Communities, training volunteers to become a citizen scientists who contribute to scientific research for the health of the Salish Sea. The MRC will maintain a database of volunteers and projects supported,

2.3 Community education and outreach: Whatcom MRC will participate in community events including but not limited to, Whatcom Water Week, Birch Bay Beach Day, Taylor Shellfest-tival, to provide learning opportunities on local marine resources issues and be viewed as a source of education in the community.

Task Goal Statement:
2.1 Public speaker series: The goal for participating in the Public Speaker Series is utilize partnerships in order to provide a forum for the exchange of information on marine related topics to the MRC and the broader local community.

2.2 North Sound Stewards: The goal of the North Sound Stewards program is to engage the community in MRC projects and mobilize citizen science volunteers for priority regional projects.

2.3 Community education and outreach: To increase public awareness and recognition of the MRC and marine resources in Whatcom County and identify future volunteers and MRC members.

Task Expected Outcome:
2.1 Public speaker series: Local leaders and communities will be better informed on topics such as ocean acidification and sea level rise.

2.2 North Sound Stewards: Through the North Sound Stewards program, marine programs in Whatcom County will have increased capacity and a trained group of volunteers will be available for future projects. At least 30 new volunteers will volunteer for the program.

2.3 Community education and outreach: The MRC will participate and table in at least three community events that attract a diversity of audiences. MRC staff and volunteers will communicate with at least 250 community members about local marine resource issues and will track the number of fact sheets distributed at events. At least 20 visitors to the MRC table will sign up to receive MRC information or volunteer for MRC projects.

Recipient Task Coordinator: 2.1 Sue Blake/Austin Rose 2.2-2.3 Glen Alexander

Education and Outreach

Deliverables

Number	Description	Due Date
2.1	Public speaker series workplan	01/11/2019
2.2	Public speaker series progress report (including any promotional materials, event summaries and jpg images)	07/11/2019
2.3	Public speaker series final report including number of events, estimated number of participants, press releases, flyers, evaluation materials (survey responses), and summary of survey results.	09/30/2019
2.4	N Sound Stewards recruiting materials and draft list of trainings	04/11/2019
2.5	N Sound Stewards volunteer database including volunteer hours and volunteers matched with project specific interests	09/30/2019
2.6	N Sound Stewards final report (including summary of program, list of trainings, volunteers and hours, list of projects, program evaluation, newspaper articles and jpg images	09/30/2019
2.7	Community education and outreach workplan	01/11/2019
2.8	Community education and outreach final report including: summary of events, photos, number of direct contacts and MRC sign-ups, number of fact sheets distributed, and volunteer hours	09/30/2019

SCOPE OF WORK

Task Number: 3 **Task Cost:** $12,120.00

Task Title: Monitoring

Task Description:
3.1 Chuckanut Pollution Identification and Control (PIC): North Chuckanut Bay is a recreational shellfish area that is closed due to degraded water quality and concerns about septic systems in the drainage area. Whatcom MRC will work with the Whatcom County Health Department, Whatcom County Public Works, citizen volunteers, and the local community to conduct intensive sampling and community outreach to continue a PIC project in North Chuckanut Bay. In this phase of the project, the MRC will complete tiered sampling around the marine station with high counts to determine how localized the hot spot is; summarize the status of water quality and OSS work that has been completed for discussion with Department of Health; conduct specific outreach to parcels with small farms to connect them with Whatcom Conservation District; and conduct outreach to the Chuckanut Village neighborhood about the Whatcom County Public Works septic rebate program and new small farm rebate program.

3.2 Bull kelp: Working in collaboration with the Northwest Straits Commission using existing protocols, Whatcom MRC will monitor floating kelp beds at four locations in Whatcom County, to provide information on the status of floating kelp communities. Surveys will take place during low-tide events between July-September, 2019. One location will a bed in the nearshore of the Aiston Preserve on Lummi Island.

3.3 Forage fish: Whatcom MRC will participate in a regional effort to characterize populations of the two species of forage fish that spawn on Puget Sound beaches: Pacific sand lance and surf smelt. WA Department of Fish and Wildlife is conducting wide scale surveys and Whatcom MRC will serve as a local partner to support their efforts and expand the impact of the study. The MRC will recruit and train volunteers and conduct surveys at two priority beaches monthly uaing existing protocols.

3.4 Boulevard Park intertidal monitoring: Whatcom MRC will contribute to the understanding of the biological value of shoreline improvement projects by conducting intertidal monitoring at Boulevard Park along Bellingham Bay. Trained volunteers will conduct an intertidal survey at Boulevard Park at four locations during mid to late June 2019. Volunteers will receive training on the sampling protocol and procedures, based on the work of the WSU Beach Watchers.

3.5 Olympia oyster restoration monitoring: Following a pilot planting of approximately 95,000 oysters in test plots in May 2018, Whatcom MRC will follow a monitoring plan to collect physical and biological parameter data to determine the status of restoration potential and assess needs for adaptive changes following restoration actions. A spring monitoring event will involve students from local college/universities. The MRC will develop an evaluation of oyster retention within pilot restoration plots, and changes in habitat characterization will be determined by assessing changes in restoration plots against an identified reference plot.

Task Goal Statement:
3.1 Chuckanut Pollution Identification and Control (PIC): The goal of this project is to identify sources of pollutants to guide water quality improvement projects, attain water quality standards, and protect beneficial uses (including recreational shellfish harvesting).

3.2 Bull kelp: The goal of the project is to support a larger regional kelp monitoring program and provide a better

understanding of kelp distribution, bed sizes, kelp speciation, and health within the Salish Sea.

3.3 Forage fish: The goal of forage fish monitoring is to support state wide sampling and to inform the MRCs shoreline restoration projects.

3.4 Boulevard Park intertidal monitoring: The goal is to document changes over time in beach slope, substrate, and biodiversity, using scientifically and statistically sound methods that will provide data comparable across various sites under study and monitoring years.

3.5 Olympia oyster restoration monitoring: The long-term goal of the project is to re-establish a native Olympia oyster population in N. Chuckanut Bay. For the current year, the goal of the project is to involve local community members in monitoring the seven test plots to quantify ecological parameters, evaluate restoration success, and facilitate adaptive management practices, in order to inform restoration potential.

Task Expected Outcome:

3.1 Chuckanut PIC: This monitoring will contribute a fourth year to a robust dataset to characterize bacteria and pollutants in the Chuckanut watershed and improve understanding of the interaction between water quality and healthy shellfish harvest. 49 residents in the neighborhood adjacent to Chuckanut Bay will receive information about local rebate programs to assist with small farm management and on site sewer systems. Sampling near Chuckanut Creek will identify how localized the pollution input is on the south side of the bay.

3.2 Bull kelp: Kayak-based surveys will contribute to a georeferenced database of bull kelp distribution, bed sizes, and health of the beds that can be incorporated into SoundIQ and promote citizen science contributions to regional research.

3.3 Forage fish: Whatcom MRC will recruit and train volunteers, and use existing protocols to survey at least two priority beaches (index sites) monthly. Monitoring data will be submitted monthly to WA Department of Fish and Wildlife to be included in the regional data base. Locations of forage fish surveys will also be provided for inclusion in Sound IQ.

3.4 Boulevard Park intertidal monitoring:Monitoring in the summer of 2019 will be collect data on Year 5 post shoreline improvement work.

3.5 Olympia oyster restoration monitoring: The MRC will conduct bi-annual (fall/spring) monitoring of survival and growth of planted oysters and any habitat changes in the plot areas.

Recipient Task Coordinator: 3.1 Atina Casas 3.2-3.3 Eleanor HInes 3.4 Kristen Murray 3.5 Chris Brown/Bob Seaman

Monitoring

Deliverables

Number	Description	Due Date
3.1	Chuckanut Pollution Identification and Control QAPP	12/31/2018
3.2	Chuckanut PIC: Copy of data collected and water quality summary reports	09/30/2019
3.3	Chuckanut PIC: Summary report on the status of water quality and all outreach activities	09/30/2019
3.4	Bull kelp list of anticipated survey dates, locations and volunteers	07/11/2019
3.5	Bull kelp final report (including location of surveys, volunteer hours, jpg images, maps of survey areas and copy of data collected)	09/30/2019
3.6	Forage fish QAPP	12/31/2018
3.7	Forage fish list of volunteers, photographs of surveys, maps of survey locations, and media articles	09/30/2019
3.8	Boulevard Park copy of protocol and QAPP documents	12/31/2018
3.9	Boulevard Park Summary report of data collected from 2013-2015 detailing the survey methodology and statistical analysis of intertidal biota found present along shore.	09/30/2019
3.10	Boulevard Park intertidal survey final report (including volunteer hours, photos of volunteers, results from the citizen science approach, graphs of results, and quality assurance analysis from surveys that occurred)	09/30/2019
3.11	Olympia oyster monitoring plan	12/31/2018
3.12	Olympia oyster final report (including jpg photos and observations of test plots, list of volunteers for monitoring, summary report on restoration potential)	09/30/2019

BUDGET

Funding Distribution EG190141

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title:	Puget Sound Partnership/EPA 2018-19	Funding Type:	Grant
Funding Effective Date:	10/01/2018	Funding Expiration Date:	09/30/2019

Funding Source:

Title:	Puget Sound Partnership/EPA 2018-19
Type:	Federal
Funding Source %:	100%
Description:	

Federal Awarding Agency:	Environmental Protection Agency
Federal Awarding Agency Contact:	Karin Berkholtz, Puget Sound Partnership
Federal Awarding Agency Phone:	360-999-3848
Federal Awarding Agency Email:	karin.berkholtz@psp.wa.gov
Federal Awarding Agency Address:	326 East D Street, Tacoma WA 98421-1801
CFDA Catalog Name:	Puget Sound Partnership National Estuary Program
CFDA Number:	66.456
FAIN:	
Research Grant:	No
Federal Award Date:	10/1/2018
Total Federal Award Amount:	$1,600,000.00
Federal Funds Obligated To Recipient:	$42,700.00

Approved Indirect Costs Rate:	Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 0%
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No

Is this Funding Distribution used to match a federal grant? No

Puget Sound Partnership/EPA 2018-19	**Task Total**
MRC Operations	$ 25,580.00
Education and Outreach	$ 10,200.00
Monitoring	$ 6,920.00
	Total: $ 42,700.00

BUDGET

Funding Distribution EG190142

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Washington State 2017-19
Funding Effective Date: 10/01/2018
Funding Type: Grant
Funding Expiration Date: 06/30/2019

Funding Source:

Title: Washington State 2017-19

Type: State
Funding Source %: 100%
Description: Washington State 2017-19 biennium

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 0%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Washington State 2017-19	**Task Total**
MRC Operations	$ 19,400.00
Education and Outreach	$ 7,700.00
Monitoring	$ 5,200.00
	Total: $ 32,300.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Puget Sound Partnership/EPA 2018-19	0.00 %	$ 0.00	$ 42,700.00	$ 42,700.00
Washington State 2017-19	0.00 %	$ 0.00	$ 32,300.00	$ 32,300.00
Total		**$ 0.00**	**$ 75,000.00**	**$ 75,000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SUB-RECIPIENT FEDERAL REQUIREMENTS

CREDIT AND ACKNOWLEDGEMENT
Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement [CE-01J31901]. 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."

1. INTRODUCTION
This contains provisions that are not listed on OMB Standard Form 424B (Rev 4-2012). These provisions apply only to sub-recipients.

2. AUDIT REQUIREMENTS
Recipient shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the RECIPIENT expends $750,000 or more in total Federal funds in a fiscal year. The $750,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT shall forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to AGENCY within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site: http://harvester.census.gov/facweb/

3. COST PRINCIPLES/INDIRECT COSTS FOR STATE AGENCIES
RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award.
In addition to the 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.

4. CIVIL RIGHTS OBLIGATIONS

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on Standard Form 424B. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

5. NON DISCRIMINATION AND DISADVANTAGED, MBE, WBE BUSINESS ENTERPRISES ADDITIONAL REQUIREMENTS

RECIPIENT agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement, contained in 40 CFR, Part 33. RECIPIENT shall include the following provision in all subcontracts involving use of federal funds:

In accordance with 40 CFR 33.106 and its Appendix A, the RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The RECIPIENT administration shall carry out applicable requirements of 40 CFR part 33 in the award of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

6. DRUG FREE WORKPLACE

RECIPIENT shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal award and keep this information on file during the performance of the award.

RECIPIENTS who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipient can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: http://ecfr.gpoaccess.gov.

7. INTERNATIONAL TRAVEL (Including Canada)

All International Travel must be approved by the 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 Ecology 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.

8. LEP (Limited English Proficiency) Title VI

As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at
http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pd.

In accepting this contract, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA/PSP that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations. For example, if RECIPIENT's responsibilities under this contract include gathering public input on an environmental issue, RECIPIENT's communication with the public should attempt to minimize barriers that interfere

with the ability of LEP persons to meaningfully participate.

9. 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 expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this CONTRACT. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10. PEER REVIEW

The results of this project may affect management decisions relating to Puget Sound. 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.

11. REIMBURSEMENT LIMITATION

If RECIPIENT expends more than the amount of the Environmental Protection Agency (EPA) funding in this agreement in anticipation of receiving additional funds from EPA, it does so at its own risk. EPA is not legally obligated to reimburse PSP, nor its sub-recipients, for costs incurred in excess of the EPA approved budget.

12. SIX GOOD FAITH EFFORTS, 40 CFR, PART 33, SUBPART C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, service and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting whenever they are potential sources.

b) 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 b 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.

c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraph (a) through (e) of this section.

13. SUB-AWARDS

If RECIPIENT makes sub-awards under this contract, RECIPIENT is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. RECIPIENT agrees to:

a. Establish all sub-award agreements in writing;
b. Maintain primary responsibility for ensuring successful completion of the approved project (Sub-Recipient cannot delegate or transfer this responsibility to a sub-awardee);
c. Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub-awardee;
d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
f. Obtain AGENCY's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
g. Obtain approval from AGENCY for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

14. TRAFFICKING IN PERSONS AND TRAFFICKING VICTIM PROTECTION ACT OF 2000 (TVPA) AS AMENDED IN 22 U.S.C. 7104(g)

This provision applies only to a sub-recipient, and all sub-awardees of sub-recipient, if any. Sub-Recipient 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."
Sub-recipient, and all sub-awardees of sub-recipient must inform AGENCY immediately of any information you receive from any source alleging a violation of this prohibition during the award term.
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.

15. UNLIQUIDATED OBLIGATIONS (ULO)

Recipients, 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).

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.

c) If any archeological or historic resources are found while conducting work under this Agreement:

- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement:

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.
If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST
RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES
RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.
RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.
ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES
When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:
a) RECIPIENT notifies the funding program of an appeal request.
b) Appeal request must be in writing and state the disputed issue(s).
c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
d) ECOLOGY reviews the RECIPIENT's appeal.
e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS
a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS
ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:
a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.
Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.
Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.
RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING
a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.
20. PROPERTY RIGHTS
a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS
RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.
All records shall:
a) Be kept in a manner which provides an audit trail for all expenditures.
b) Be kept in a common file to facilitate audits and inspections.
c) Clearly indicate total receipts and expenditures related to this Agreement.
d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.
ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.
All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, , https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience
ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.
29. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-266

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	RL	9/13/2018	RECEIVED SEP 17 2018 WHATCOM COUNTY COUNCIL	9/25/2018	Finance/Council
Division Head:					
Dept. Head:	M. McFarlane				
Prosecutor:		9/17/18			
Purchasing/Budget:					
Executive: TW		9/17/18			

TITLE OF DOCUMENT:

ATTACHMENTS: Lookout Mountain Forest Preserve Property Use 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.)***

Request authorization for the County Executive to enter into a property use agreement between Whatcom County and Whatcom Transit Authority (WTA) at Lookout Mountain Forest Preserve. This property use agreement provides limited authority to WTA to install, operate and maintain a covered bus shelter at the existing bus stop location at Lookout Mountain Forest Preserve, 2537 Lake Louise Road.

COMMITTEE ACTION:	COUNCIL ACTION:

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

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

WHATCOM COUNTY
Parks & Recreation
3373 Mount Baker Highway
Bellingham, WA 98226-7500

Michael G. McFarlane, Director
Christ Thomsen, Parks Operations Manager

MEMORANDUM

RECEIVED
SEP 17 2018
JACK LOUWS
COUNTY EXECUTIVE

TO: Jack Louws, County Executive

FROM: Michael McFarlane

DATE: September 13, 2018

RE: Property Use Agreement for Lookout Mountain Forest Preserve

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Enclosed are three (3) originals of a property use agreement between Whatcom County, City of Bellingham (COB) and Whatcom Transit Authority (WTA), and associated agenda bill for council consideration on September 25, 2018.

- **Requested Action**

Parks requests council authorization for the County Executive to enter into a property use agreement with WTA to allow construction, operation and maintenance of a bus shelter at Lookout Mountain Forest Preserve located at 2537 Lake Louise Road. A new shelter will improve transit user safety and comfort during inclement weather.

- **Background and Purpose**

WTA has requested authorization to install a new bus shelter at an existing transit stop that is near the forest preserve entrance off of Lake Louise Road. Because this property is jointly owned with the COB City Council approval is also required and is scheduled to be on the city council agenda for September 24, 2018.

- **Funding Amount and Source**

This is a no cost revocable license between Whatcom County and COB and WTA.

Please contact Rod Lamb at extension 5858, if you have any questions or concerns regarding the terms of this agreement.

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. 201809011

Originating Department:	Parks
Division/Program: *(i.e. Dept. Division and Program)*	Administration / Parks
Contract or Grant Administrator:	Michael McFarlane
Contractor's / Agency Name:	Whatcom Transp. Authority and City of Bellingham

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

Does contract require Council Approval? Yes ☒ No ☐ If No, include WCC: _____
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): _____ CFDA#: _____

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

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

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):
$ 0

This Amendment Amount:
$ 0

Total Amended Amount:
$ 0

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: Parks request authorization for the County Executive to enter into a property use agreement between Whatcom County and Whatcom Transit Authority (WTA) at Lookout Mountain Forest Preserve. This property use agreement provides limited authority to WTA to install, operate and maintain a covered bus shelter at the existing bus stop location at Lookout Mountain Forest Preserve, 2537 Lake Louise Road.

Term of Contract:	Expiration Date:

Contract Routing:

1. Prepared by:	R. Lamb	Date:	9/13/2018
2. Attorney signoff:	hz	Date:	9/17/18
3. AS Finance reviewed:		Date:	
4. IT reviewed (if IT related):		Date:	
5. Contractor signed:		Date:	
6. Submitted to Exec.:	✓	Date:	9-17-18
7. Council approved (if necessary):		Date:	
8. Executive signed:		Date:	
9. Original to Council:		Date:	

Last edited 08/08/18

COUNTY ORIGINAL

WHATCOM COUNTY
CONTRACT NO.
201809011

WHATCOM TRANSPORTATION AUTHORITY
LOOKOUT MOUNTAIN FOREST PRESERVE PROPERTY USE AGREEMENT

This Property Use Agreement (Agreement) is made by and between WHATCOM TRANSPORTATION AUTHORITY (WTA), WHATCOM COUNTY (COUNTY), through its Parks & Recreation Department, and the CITY OF BELLINGHAM (CITY), for purposes of installing a public bus shelter on property jointly owned by the COUNTY and CITY known as the Lookout Mountain Forest Preserve located at 2537 Lake Louise Road, Bellingham WA. The parties agree as follows:

1. **Premises**. The COUNTY and CITY grants WTA a nonexclusive, revocable license to use a portion of the Lookout Mountain Forest Preserve, as depicted on Exhibit A hereto (the "Premises) for the purpose of operating a transit route. WTA will locate and install one bus shelter on the premises. The right granted herein is in the nature of a license; no property interest is conveyed.

2. **Term**. The Term of the Agreement shall commence on the date of signature and will continue year to year thereafter, unless 30 days written notice to terminate is given by any party.

3. **Improvements**. WTA will supply and install a bus shelter, at the bus stop on Lake Louise Road located adjoining the Premises. WTA is responsible for obtaining all necessary permits and for installation of the bus shelter and compliance with all applicable codes and regulations. WTA shall at its expense repair all damages caused during construction. The bus shelter will be the property of WTA, and WTA has authority to enforce appropriate behavior at its location[1].

4. **Consideration**. WTA shall not be required to pay COUNTY and CITY for use of Premises described on Exhibit A. The parties recognize that the additional visitation to the premises and the increased economic activity resulting therefrom constitutes adequate consideration for the use of Premises.

5. **Maintenance**. WTA is responsible for maintenance, and upkeep of the bus shelter. WTA shall be responsible for maintenance of pavement markings, signs and other improvements which it installs. WTA shall, at its sole cost and expense, maintain the area set aside for the bus shelter, its amenities and the area commonly used by and for WTA users, in a safe and clean condition. WTA shall repair any damages to the area being used for the bus shelter (other than normal wear and tear).

6. **Towing of Vehicles**. For any vehicle blocking the bus stop, WTA may order such vehicle to be towed away at the vehicles owner's expense and risk after 6:00 AM and before 6:00 PM weekdays, except for holidays. WTA agrees to defend, indemnify, and hold COUNTY and CITY harmless from any and all claims arising out of the towing of vehicles at the request of WTA.

[1] RCW 9.91.025

7. **Insurance & Indemnification & Liability**. With regard to insurance and liability for property damage and personal injury the following provisions shall apply.

7.1 WTA expressly each waives, all immunity and limitation on liability under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. BY INITIALING BELOW, WTA CERTIFIES THAT THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

_____ Date _____
WTA

7.2 To the extent allowed by law, WTA and its successors and assigns will defend and indemnify COUNTY and CITY and its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the negligent acts or omissions of WTA, its agents, contractors, or employees. The obligations in this paragraph shall not include such claims, costs, damages or expenses to the extent caused solely by the negligent acts of COUNTY and CITY or its authorized agents or employees; PROVIDED, that if the claims or damages are caused by or result from the concurrent negligent acts of (a) COUNTY and CITY, its agents, contractors, or employees and (b) WTA, its agents, contractors, or employees, or involves those actions covered by Chapter 4.24.115 RCW, the indemnity provision shall be valid and enforceable only to the extent of the negligent acts of WTA's agents or employees.

7.3 At all times during the term of this Agreement, WTA shall maintain an insurance policy of self-insurance or a commercial liability insurance policy, providing public liability coverage for defense and indemnity of property damage (including damage to Premises) and personal injury of not less than two Million Dollars ($2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Four Million Dollars ($4,000,000.00) per policy period and name COUNTY and CITY as an additional insured as to WTA operations covered by this Agreement. WTA shall provide to COUNTY and CITY evidence reasonably acceptable to COUNTY and CITY of its self-insured status and the status of COUNTY and CITY as an additional insured. WTA insurance shall be considered primary and shall waive all rights of subrogation. The County and City insurance shall be noncontributory.

7.4 In the event that WTA, after commencement of this Agreement, elects to terminate its self-insured status and secure commercial liability coverage, WTA will promptly notify COUNTY and CITY, and provide a certificate of insurance and a certificate naming COUNTY and CITY as an "additional insured" from an insurer licensed to conduct business in the State of Washington. The insurance shall have not less than the coverages specified in section 7.3 above.

8. **Governmental Charges**. WTA shall not be responsible for any taxes, assessments, or governmental charges of any kind which may be levied against the Premises except those required for the installation and maintenance of a bus shelter.

9. **Termination**. WTA will discontinue its use of the Premises on termination of this Agreement, will remove all signs and structures placed on the premises by WTA, and will repair any damage to the premises caused by their removal, and will restore the Premises to as good a condition as existed prior to the execution of this Agreement no later than 30 days after termination of the Agreement. City and County may mutually agree to terminate the license granted herein, with or without cause, on 30 days written notice to WTA at no expense to the City or County.

10. **Notices**. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

    To COUNTY: Whatcom County Parks & Recreation
    3373 Mount Baker Hwy
    Bellingham, WA 98226

    To CITY: City of Bellingham
    Public Works/Natural Resources
    2221 Pacific Street
    Bellingham, WA. 98226

    To WTA: Whatcom Transportation Authority
    4011 Bakerview Spur
    Bellingham, WA 98226

    Or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

11. **Accommodation**. The parties agree to make reasonable accommodations and work together to resolve problems that may arise from time to time. Upon seven (7) days' advance notice to WTA, or such lesser time as may be acceptable to WTA, COUNTY and CITY may secure the use of the Premises on a limited number of dates to allow for construction on surrounding property or special events. In this event, COUNTY and CITY will designate an alternate bus stop location.

12. **Equal Opportunity**. WTA agrees that in the conduct of activities on the Premises, it will be an equal opportunity employer in accordance with Title VII of the Civil Rights Act of 1964, 42 USC §2000 et seq. and shall comply with all requirements of the ADA.

13. **Survival**. All obligations of WTA, as provided for in the Agreement, shall not cease upon the termination of this Agreement and shall continue as obligations until fully

performed. All clauses of this Agreement, which require performance beyond the termination date, shall survive the termination date of this Agreement.

14. **Entire Agreement**. This document contains the entire agreement between the parties and supersedes all other statements or understanding between the parties.

15. **Assignment**. The license granted herein may not be transferred or assigned by WTA without the express written consent of the City and the County.

This Agreement is dated this _____day of _____, 2018

WHATCOM TRANSPORTATION AUTHORITY

Peter L. Stark
Whatcom Transportation Authority

WHATCOM COUNTY

Jack Louws, County Executive

Michael McFarlane, Director
Whatcom County Parks & Recreation

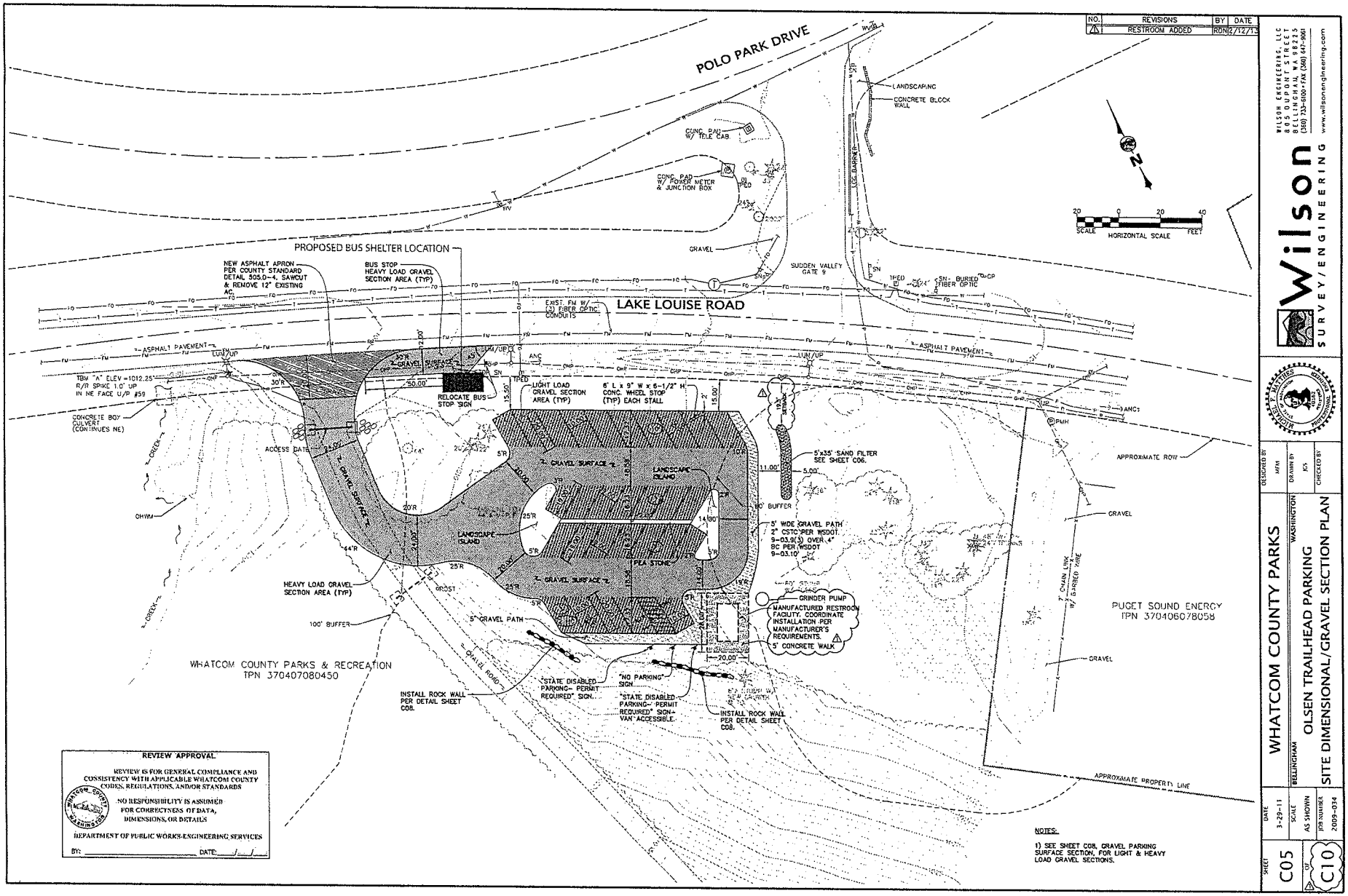
Approved as to form:

Elizabeth Gallery, Civil Deputy Prosecuting Attorney

EXECUTED this ____ day of _____, 2018 for the **CITY OF BELLINGHAM** by:

	Department Approval
_____	_____
Mayor	Public Works Director
Attest	Approved as to Form
_____	_____
Finance Director	Office of the City Attorney

EXHIBIT 'A'



POLO PARK DRIVE
LAKE LOUISE ROAD
PROPOSED BUS SHELTER LOCATION
NEW ASPHALT APRON PER COUNTY STANDARD DETAIL 505.0-4. SAWCUT & REMOVE 12" EXISTING AC.
BUS STOP HEAVY LOAD GRAVEL SECTION AREA (TYP)
RELOCATE BUS STOP SIGN
LIGHT LOAD GRAVEL SECTION AREA (TYP)
6' L x 9" W x 6-1/2" H CONC. WHEEL STOP (TYP) EACH STALL
5'x35' SAND FILTER SEE SHEET C06.
5' WIDE GRAVEL PATH 2" CSTC PER WSDOT 9-03.9(3) OVER 4" BC PER WSDOT 9-03.10
GRINDER PUMP
MANUFACTURED RESTROOM FACILITY. COORDINATE INSTALLATION PER MANUFACTURER'S REQUIREMENTS.
5' CONCRETE WALK
HEAVY LOAD GRAVEL SECTION AREA (TYP)
5' GRAVEL PATH
100' BUFFER
WHATCOM COUNTY PARKS & RECREATION
TPN 370407080450
PUGET SOUND ENERGY
TPN 370406078058
INSTALL ROCK WALL PER DETAIL SHEET C08.
"STATE DISABLED PARKING- PERMIT REQUIRED" SIGN.
"NO PARKING" SIGN.
"STATE DISABLED PARKING- PERMIT REQUIRED" SIGN- VAN ACCESSIBLE.
APPROXIMATE ROW
APPROXIMATE PROPERTY LINE
HORIZONTAL SCALE
REVIEW APPROVAL
REVIEW IS FOR GENERAL COMPLIANCE AND CONSISTENCY WITH APPLICABLE WHATCOM COUNTY CODES, REGULATIONS, AND/OR STANDARDS
NO RESPONSIBILITY IS ASSUMED FOR CORRECTNESS OF DATA, DIMENSIONS, OR DETAILS
DEPARTMENT OF PUBLIC WORKS-ENGINEERING SERVICES
NOTES:
1) SEE SHEET C08, GRAVEL PARKING SURFACE SECTION, FOR LIGHT & HEAVY LOAD GRAVEL SECTIONS.
WHATCOM COUNTY PARKS
BELLINGHAM WASHINGTON
OLSEN TRAILHEAD PARKING
SITE DIMENSIONAL/GRAVEL SECTION PLAN
Wilson
SURVEY/ENGINEERING
WILSON ENGINEERING, LLC
805 DUPONT STREET
BELLINGHAM, WA 98225
(360) 733-6100 • FAX (360) 647-9061
www.wilsonengineering.com
DATE 3-29-11
SCALE AS SHOWN
JOB NUMBER 2009-034
SHEET C05 OF C10

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-066

CLEARANCES	*Initial*	*Date*	*Date Received in Council Office*	*Agenda Date*	*Assigned to:*
Originator:	*SK*	*9/13/18*	RECEIVED SEP 17 2018 WHATCOM COUNTY COUNCIL	*9/25/18*	Criminal Justice & Public Safety
Division Head:					
Dept. Head:					
Prosecutor:					
Purchasing/Budget:					
Executive: TM		9/17/18			

TITLE OF DOCUMENT:

District Court will present its report to Council

ATTACHMENTS:

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

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

District Court will present its report to Council

COMMITTEE ACTION:	***COUNCIL ACTION:***

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

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

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-066

CLEARANCES	*Initial*	*Date*	*Date Received in Council Office*	*Agenda Date*	*Assigned to:*
Originator:	*SK*	*9/13/18*	RECEIVED SEP 17 2018 WHATCOM COUNTY COUNCIL	*9/25/18*	Criminal Justice & Public Safety
Division Head:					
Dept. Head:					
Prosecutor:					
Purchasing/Budget:					
Executive: TMS		9/17/18			

TITLE OF DOCUMENT:

Superior Court will present its report to Council

ATTACHMENTS:

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

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

Superior Court will present its report to Council

COMMITTEE ACTION:	***COUNCIL ACTION:***

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

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WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018 76 D

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	Council	7/2/2018		7/10/2018	SCOTW
Division Head:				7/24/2018	SCOTW
Dept. Head:		7.2.18		9/11/2018	SCOTW
Prosecutor:					SCOTW
Purchasing/Budget:					
Executive:					

TITLE OF DOCUMENT:

Discussion of Preliminary Draft Comp Plan and Zoning Code Amendmnts-Cherry Point

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.)*

Discussion of preliminary draft Comprehensive Plan and Zoning Code amendments - Cherry Point

COMMITTEE ACTION:	COUNCIL ACTION:
7/10/2018: Discussed and amended 7/24/2018: Held in Committee 9/11/2018: Held in Committee	

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

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

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, t~~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) ~~t~~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

(dc) 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

NO. 2018 - 273

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:		9/18/2018	RECEIVED SEP 18 2018 WHATCOM COUNTY COUNCIL	9/25/2018	COTW
Division Head:					
Dept. Head:					
Prosecutor:					
Purchasing/Budget:					
Executive:					

TITLE OF DOCUMENT:

Dis Council's preferred direction providing housing and service unsheltered

ATTACHMENTS:

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.)*

Discussion of Council's preferred direction for providing housing and related services to those living unsheltered in Whatcom County

COMMITTEE ACTION:	COUNCIL ACTION:

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

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

WHATCOM COUNTY COUNCIL
Committee Of The Whole

September 11, 2018

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 9:35 a.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 SPECIAL DEPUTY PROSECUTING ATTORNEY ROD BROWN REGARDING LEGAL WAYS THE COUNTY MAY REDUCE THE IMPACTS ON THE COUNTY FROM INCREASED FOSSIL FUEL EXPORTS FROM THE CHERRY POINT URBAN GROWTH AREA (AB2018-018)
Attorneys Present: Rod Brown and 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 10:30 a.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 10:30 a.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, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

OTHER BUSINESS

ADJOURN

The meeting adjourned at 10:25 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
Special Committee of the Whole

September 11, 2018

CALL TO ORDER

Council Chair Rud Browne called the meeting to order at 3:07 p.m. in the Council Chambers, 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 OF PRELIMINARY DRAFT COMPREHENSIVE PLAN AND ZONING AMENDMENTS – CHERRY POINT (AB2018-076D)

Matt Aamot, Planning and Development Services Department, gave a staff report and answered questions.

Councilmembers and staff discussed a public comment period, whether or not to make new or expanded storage facilities for crude oil that will be refined onsite a permitted or accessory use, the possibility of allowing permitting for anything up to 110 percent of current capacity, and tying the storage ability to the refining capacity, and the conditional use criteria and environmental impacts statement (EIS) process.

Pam Brady, BP Cherry Point, stated she can provide technical experts from her company to speak to suggestions about capacity.

Councilmembers and staff discussed catastrophic insurance requirements and the types of permits to which they would apply and about getting more information on existing industry insurance requirements and who has title and liability of crude oil when it's transported by rail through Whatcom County.

Brenner moved to hold the agenda item in committee to get more information on the items they discuss today.

The motion was seconded.

The motion failed by the following vote:
Ayes: Brenner and Byrd (2)
Nays: Ballew, Browne, Buchanan, Donovan, and Sidhu (5)

Mark Personius, Planning and Development Services Director, answered questions.

Aamot continued the staff report on the Public Utilities Chapter and federal and state permitting.

Councilmembers and staff discussed the processes for completing local, State and federal project permit requirements.

Donovan moved to add language to Section 20.88.130, "(8) Will have obtained, if required, a state aquatic lands lease, a federal permit under Section 10 of the Rivers and Harbors Act (for structures in or over navigable waters of the U.S.), and/or a federal permit under Section 404 of the Clean Water Act (for fill into waters of the U.S.) prior to county council approval of the major project permit."

The motion was seconded.

Browne suggested a friendly amendment, "…prior to ~~county council~~ approval of the major project permit."

Donovan accepted the friendly amendment.

The motion carried by the following vote:
Ayes: Ballew, Browne, Buchanan, Donovan, and Sidhu (5)
Nays: Brenner and Byrd (2)

Browne moved to amend to add language to add a condition to the major project permit process, "The applicant has no unresolved, unpaid taxes, permit/zoning violations, valuation disputes with the County greater than $100,000 at the time of application."

The motion was seconded.

Karen Frakes, Prosecutor's Office, stated she would review the language in the motion for legality.

Browne withdrew the motion.

Donovan moved to amend packet page 511, to amend language in section 20.82.030, subsections (1)(a) and (2)(a), "Replacement, pipelines in the same right-of-way that do not increase the capacity of ~~that are no larger than~~ the pipelines being replaced, which are permitted."

Councilmembers discussed a company's ability to increase capacity without increasing pipeline size, allowing a company to replace pipe as necessary, and minimizing risk to the public from higher capacity and pressure pipelines.

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Browne, Buchanan, Donovan, and Sidhu (5)
Nays: Brenner and Byrd (2)

(Clerk's Note: Councilmember Buchanan left the meeting at 4:43 p.m.)

Browne moved to amend Policy 2CC-16 to avoid unintended consequences, "…natural gas, and ~~hazardous~~ radioactive substance exports from the Cherry Point…."

The motion was seconded.

Councilmembers and staff discussed the definition of hazardous substances and how this amendment to the Comprehensive Plan would impact the County's current regulations, and limiting negative impacts instead of identifying substances.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Byrd, and Donovan (5)
Nays: Sidhu (1)
Absent: Buchanan (1)

Aamot stated he will work with the Council Chair to develop a list of questions to ask industry to get more information on the topics discussed and questions raised.

2. DISCUSSION REGARDING PROPOSED ORDINANCE ADOPTING AMENDMENTS TO THE WHATCOM COUNTY COMPREHENSIVE PLAN AND THE WHATCOM COUNTY CODE TITLE 24, HEALTH CODE, RELATING TO WATER RESOURCES AND THE IMPLEMENTATION OF ESSB 6091 (ORDINANCE SCHEDULED FOR INTRODUCTION THIS EVENING) (AB2018-253)

Cliff Strong, Planning and Development Services Department, gave a staff report.

(Clerk's Note: Councilmember Byrd left the meeting at 4:55 p.m.)

Karen Frakes, Prosecutor's Office, answered questions on making the correction to meet legislative requirements.

Sidhu moved to recommend introduction to the full Council.

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Sidhu, and Donovan (5)
Nays: None (0)
Absent: Buchanan and Byrd (2)

OTHER BUSINESS

There was no other business.

ADJOURN

The meeting adjourned at 5:00 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

September 11, 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

Present: Tim Ballew, Barbara Brenner, Rud Browne, Barry Buchanan, Tyler Byrd, Todd Donovan, and Satpal Sidhu.
Absent: None.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

FLAG SALUTE

ANNOUNCEMENTS

SPECIAL ORDER OF BUSINESS

1. PROCLAMATION DECLARING SEPTEMBER AS NATIONAL RECOVERY MONTH IN WHATCOM COUNTY (COUNCIL ACTING AS THE WHATCOM COUNTY HEALTH BOARD) (AB2018-252)

Perry Mowery, Health Department, gave a staff report and read the proclamation.

Donovan moved to approve the proclamation as the Board of Health.

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

MINUTES CONSENT

Brenner moved to approve the Minutes Consent items one through nine.

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

1. SPECIAL COMMITTEE OF THE WHOLE (AM) FOR JULY 10, 2018

2. COMMITTEE OF THE WHOLE FOR JULY 10, 2018

3. SPECIAL COMMITTEE OF THE WHOLE (PM) FOR JULY 10, 2018

4. COUNTY COUNCIL FOR JULY 10, 2018

5. BOARD OF HEALTH FOR JULY 17, 2018

6. COMMITTEE OF THE WHOLE FOR JULY 24, 2018

7. SPECIAL COMMITTEE OF THE WHOLE FOR JULY 24, 2018

8. COUNTY COUNCIL FOR JULY 24, 2018

9. COUNTY COUNCIL FOR AUGUST 8, 2018

OPEN SESSION

The following people spoke:

- Jim Peterson, HomesNOW, submitted a handout *(on file)* and spoke about the status of the Homes Now Unity Village project.
- Phil Morgan spoke about the preliminary draft Comprehensive Plan and zoning amendments – Cherry Point (AB2018-076D).
- Rob Roth, Laborer's Local 292 Member, spoke about the preliminary draft Comprehensive Plan and zoning amendments – Cherry Point (AB2018-076D).
- Rochelle Hollowell submitted and read from a handout *(on file)* and spoke about law enforcement and emergency response services in East County.
- Trevor Smith, Laborer's Local 292 Member, spoke about the preliminary draft Comprehensive Plan and zoning amendments – Cherry Point (AB2018-076D).
- Ivy Little submitted and read from a handout *(on file)* and spoke about law enforcement and emergency response services in East County.
- Michael Gallegos, Laborer's Local 292 Member, spoke about the preliminary draft Comprehensive Plan and zoning amendments – Cherry Point (AB2018-076D).
- Dana Briggs spoke about the Homes Now Unity Village project and the preliminary draft Comprehensive Plan and zoning amendments – Cherry Point (AB2018-076D).
- Patrick Alesse spoke about homeless housing, jobs, and planning in Whatcom County.

OTHER ITEMS

Tyler Schroeder, Executive's Office, gave a staff report and answered questions on the status of the Homes Now Unity Village project lease and on the cost of a Sheriff deputy officer and how to get additional patrols in the East County.

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: 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 BELLINGHAM SCHOOL DISTRICT TO PROVIDE BEHAVIORAL HEALTH SERVICES WITHIN THE BELLINGHAM SCHOOL DISTRICT, IN THE AMOUNT OF $138,000, FOR A TOTAL AMENDED CONTRACT AMOUNT OF $483,000 (AB2018-244)

2. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY AND MT. BAKER SCHOOL DISTRICT TO PROVIDE BEHAVIORAL HEALTH SERVICES WITHIN THE MT. BAKER SCHOOL DISTRICT, IN THE AMOUNT OF $108,000, FOR A TOTAL AMENDED CONTRACT AMOUNT OF $378,000 (AB2018-245)

3. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND SEAMAR COMMUNITY HEALTH CENTER TO ESTABLISH THE HUB AGENCY THAT WILL FACILITATE THE GROUND-LEVEL RESPONSE AND COORDINATED ENGAGEMENT (GRACE) PROGRAM, IN THE AMOUNT OF $660,160.31 (AB2018-246)

4. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND WASHINGTON STATE RECREATION AND CONSERVATION OFFICE TO RECEIVE FUNDS TO SUPPORT ACQUISITION OF A CONSERVATION EASEMENT ON THE BRAR PROPERTY, IN THE AMOUNT OF $157,200 (AB2018-247)

5. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND NATURAL RESOURCES CONSERVATION SERVICE TO RECEIVE MATCHING FUNDS FOR THE ACQUISITION OF AGRICULTURAL EASEMENTS ON THE VANDERWERFF, MCLEOD, AND ROPER PROPERTIES, IN THE AMOUNT OF $260,000 (AB2018-248)

6. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY AND NATURAL RESOURCE

CONSERVATION SERVICE TO RECEIVE MATCHING FUNDS FOR THE ACQUISITION OF AGRICULTURAL EASEMENTS ON THE CARBEE, BRAR, GREENWOOD, AND NEPTUNE BEACH PROPERTIES, IN THE AMOUNT OF $594,500 (AB2018-249)

OTHER ITEMS

1. ORDINANCE ADOPTING AMENDMENTS TO THE PURCHASE OF DEVELOPMENT RIGHTS (PDR) PROGRAM (AB2018-235)

Donovan reported for the Natural Resources Committee and stated this item is held in committee.

2. ORDINANCE AMENDING THE 2018 WHATCOM COUNTY BUDGET, TENTH REQUEST, IN THE AMOUNT OF $485,339 (AB2018-236)

Sidhu reported for the Finance and Administrative Services Committee and ***moved*** to adopt the ordinance.

Councilmembers discussed leasing property to a company that holds a monopoly in the area.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Donovan, and Sidhu (6)
Nays: Byrd (1)

3. ORDINANCE AMENDING ORDINANCE NO. 2014-078 (ESTABLISHMENT OF THE 2015 LIGHTHOUSE MARINE PARK IMPROVEMENT FUND AND PROJECT BASED BUDGET FOR LIGHTHOUSE MARINE PARK IMPROVEMENTS), FOR THE SECOND TIME TO ADD $54,000 OF EXPENDITURE AUTHORITY, FOR A TOTAL AMENDED PROJECT BUDGET OF $328,500 (AB2018-237)

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)

4. RESOLUTION DECLARING WHATCOM COUNTY REAL PROPERTY AS SURPLUS (PROPERTY KNOWN AS THE WELCOME PIT) AND SETTING A DATE FOR PUBLIC HEARING THEREON, PURSUANT TO WHATCOM COUNTY CODE 1.10 (AB2018-238)

Sidhu reported for the Finance and Administrative Services Committee and stated this item is held for one year.

5. RESOLUTION DECLARING WHATCOM COUNTY REAL PROPERTY AS SURPLUS (PROPERTY LOCATED ON DEETER ROAD) AND SETTING A DATE FOR PUBLIC

HEARING THEREON, PURSUANT TO WHATCOM COUNTY CODE 1.10 (AB2018-211)

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)

6. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN WHATCOM COUNTY AND WASHINGTON STATE DEPARTMENT OF ECOLOGY 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 (AB2018-240)

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)

7. RESOLUTION AUTHORIZING PUBLIC WORKS TO SUBMIT A GRANT APPLICATION AND, IF SUCCESSFUL, FOR THE COUNTY EXECUTIVE TO ENTER INTO A GRANT AGREEMENT BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND WASHINGTON STATE RECREATION AND CONSERVATION OFFICE FOR FUNDING THROUGH THE ESTUARY AND SALMON RESTORATION PROGRAM (COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS) (AB2018-241)

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)

8. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT AMENDMENT BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND HERRERA ENVIRONMENTAL CONSULTANTS TO 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 USE, IN THE AMOUNT OF $150,000, FOR A TOTAL AMENDED CONTRACT AMOUNT OF $189,000 (COUNCIL ACTING AS THE WHATCOM

COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS) (AB2018-242)

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)

9. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO A CONTRACT BETWEEN WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND UNITED STATES GEOLOGICAL SURVEY TO 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, IN THE AMOUNT OF $250,000 (COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS) (AB2018-243)

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)

10. RESOLUTION APPROVING THE LAKE WHATCOM WATER AND SEWER DISTRICT WATER SYSTEM COMPREHENSIVE PLAN (AB2018-256)

Brenner reported for the Public Works and Health Committee and ***moved*** to approve the resolution.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

11. REQUEST AUTHORIZATION FOR THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT AMENDMENT BETWEEN WHATCOM COUNTY AND THE CITY OF BELLINGHAM CONCERNING THE BENNETT/BAKERVIEW/AIRPORT DRIVE ANNEXATION (AB2018-251)

Byrd reported for the Planning and Development Committee and ***moved*** to approve the request.

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 WHATCOM COUNTY WILDLIFE ADVISORY COMMITTEE (TECHNICAL EXPERTISE IN WILDLIFE AND HABITAT MANAGEMENT REPRESENTATIVE), TERM ENDING DECEMBER 31, 2022, APPLICANT: ROBERT WADDELL (AB2018-214) (FROM AUGUST 8)

Donovan moved to appoint Robert Waddell.

The motion was seconded.

Councilmembers spoke about residency requirements for advisory committees.

The motion carried by the following vote:
Ayes: Ballew, Browne, Buchanan, Donovan, and Sidhu (5)
Nays: Byrd (1)
Abstains: Brenner (1)

2. APPOINTMENT TO THE SURFACE MINING ADVISORY COMMITTEE (ECOLOGIST REPRESENTATIVE), APPLICANT: DUSTIN GLEAVES (AB2018-222)

Donovan moved to appoint Dustin Gleaves.

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

Buchanan moved to accept the Introduction Items.

The motion was seconded.

The motion carried by the following vote:
Ayes: Ballew, Brenner, Browne, Buchanan, Byrd, Donovan, and Sidhu (7)
Nays: None (0)

1. RECEIPT OF APPLICATION TO FILL VACANCY ON THE WHATCOM COUNTY BUSINESS AND COMMERCE ADVISORY COMMITTEE (FOR-PROFIT ENTITY IN RECREATION REPRESENTATIVE), APPLICANT: CLARK CAMPBELL (COMMITTEE ADVISES THE WHATCOM COUNTY COUNCIL ON VARIOUS ISSUES, INCLUDING REGULATIONS AND POLICIES THAT COULD IMPACT LOCAL BUSINESSES, INDUSTRY, OR ECONOMIC DEVELOPMENT) (APPLICATION DEADLINE FOR ANY OTHER APPLICANTS IS 10 A.M. SEPTEMBER 18, 2018) (AB2018-239)

2. RESOLUTION AUTHORIZING THE SALE OF WHATCOM COUNTY SURPLUS PROPERTY PURSUANT TO WHATCOM COUNTY CODE 1.10 (AB2018-211A)

3. ORDINANCE ADOPTING AMENDMENTS TO THE WHATCOM COUNTY COMPREHENSIVE PLAN AND WHATCOM COUNTY CODE TITLE 24, HEALTH CODE (RELATING TO WATER RESOURCES AND THE IMPLEMENTATION OF ESSB 6091) (AB2018-253)

4. ORDINANCE AMENDING THE WHATCOM COUNTY BUDGET, ELEVENTH REQUEST, IN THE AMOUNT OF $948,010 (AB2018-254)

5. RESOLUTION AMENDING THE WHATCOM COUNTY FLOOD CONTROL DISTRICT AND SUBZONES 2018 BUDGET, THIRD REQUEST, IN THE AMOUNT OF $86,391 (COUNCIL ACTING AS THE WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT BOARD OF SUPERVISORS) (AB2018-255)

6. REQUEST FOR PUBLIC COMMENT AND COUNCIL ACTION ON A REQUEST TO AUTHORIZE THE COUNTY EXECUTIVE TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY AND THE CITY OF BELLINGHAM TO PURCHASE INCLEMENT WEATHER PROTECTIVE GEAR FROM FUNDS PROVIDED BY THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM, IN THE AMOUNT OF $13,223 (AB2018-257)

7. RESOLUTION APPROVING THE WHATCOM COUNTY SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR THE YEARS 2019 THROUGH 2024 (AB2018-250)

COMMITTEE REPORTS, OTHER ITEMS, AND COUNCILMEMBER UPDATES

Councilmembers gave committee reports and updates on recent activities and upcoming events.

ADJOURN

The meeting adjourned at 7:58 p.m.

The County Council approved these minutes on _____, 2018.

ATTEST:

_____
Dana Brown-Davis, Council Clerk

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

_____
Rud Browne, Council Chair

_____
Jill Nixon, Minutes Transcription

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-211A

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	AH AH	8-17-18	RECEIVED AUG 31 2018 WHATCOM COUNTY COUNCIL	9-11-18	Council Introduction
Division Head:	AH	8/28/18		9/25/18	Hearing
Dept. Head:					
Prosecutor:	CDQ	08/21/2018			
Purchasing/Budget:					
Executive: TW		8.31.18			

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:***
	9/11/2018: Introduced 7-0

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

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

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

JON HUTCHINGS
DIRECTOR

CIVIC CENTER
322 N. Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6200
FAX: (360) 778-6201
www.whatcomcounty.us

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 8-28-18

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.

SPONSORED BY: _____

PROPOSED BY: Public Works

INTRODUCTION DATE: 9/11/2018

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

WHATCOM COUNTY COUNCIL
WHATCOM COUNTY, WASHINGTON

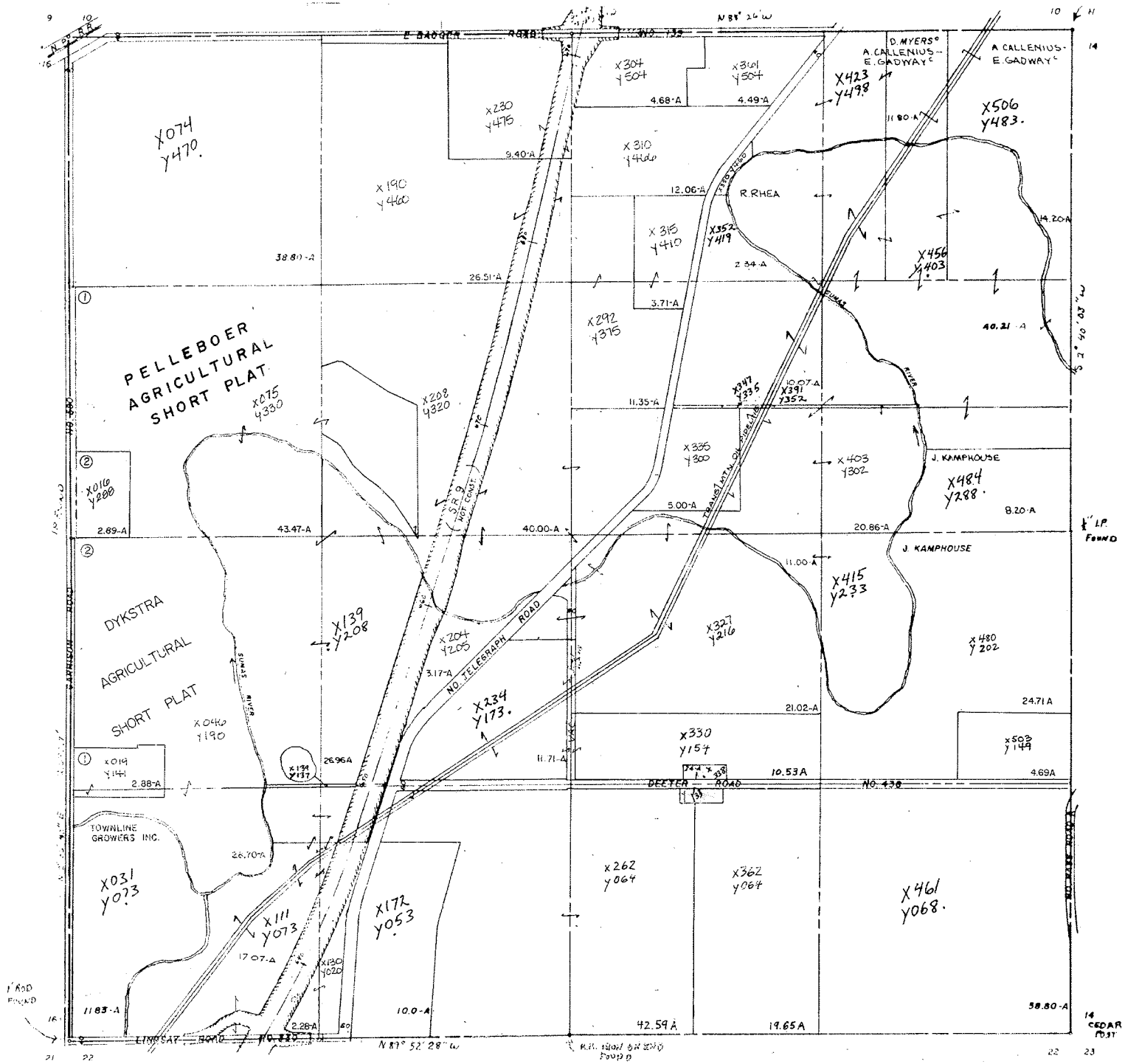
ATTEST:

_____
Dana Brown-Davis, County Clerk

_____
Rud Browne, Council Chair

APPROVED AS TO FORM:

_____
Civil Deputy Prosecutor



TOWNSHIP
40

RANGE
4E

SECTION
15

MAP NO.
01

SCALE
1"=400'

DATE
3/6/64

REVISED
24 APR 2018
Assessor's Office
Whatcom Co.

THIS MAP IS FOR ASSISTANCE IN PROPERTY LOCATION AND NOT GUARANTEED FOR ACCURATE MEASUREMENTS

N Telegraph Rd
Deeter Rd

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-253

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator: Cliff Strong	CS	8/30/18	RECEIVED AUG 31 2018 WHATCOM COUNTY COUNCIL	9/11/2018	COTW/Intro
Division Head: N/A				9/25/2018	Council-Hearing
Dept. Head: Mark Personius		8/30/18			
Prosecutor: Karen Frakes	KMF	8/31/18			
Purchasing/Budget:					
Executive: Jack Louws	DLS	8.31.18			

TITLE OF DOCUMENT:

An Ordinance Adopting Amendments to the Whatcom County Comprehensive Plan and the Whatcom County Code Title 24 Health Code, Relating to Water Resources and the Implementation of ESSB 6091.

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

An Ordinance Adopting Amendments to the Whatcom County Comprehensive Plan and the Whatcom County Code Title 24 Health Code, Relating to Water Resources and the Implementation of ESSB 6091.

COMMITTEE ACTION:	COUNCIL ACTION:
9/11/2018: Discussed	9/11/2018: Introduced 7-0

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

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

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax

Mark Personius, AICP
Director

RECEIVED
AUG 31 2018
JACK LOUWS
COUNTY EXECUTIVE

Memorandum

TO: The Honorable Jack Louws, County Executive
The Honorable County Council

FROM: Cliff Strong, Senior Planner CS

THROUGH: Mark Personius, Director MP

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, 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, 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.

PROPOSED BY: _____
INTRODUCTION DATE: 9/11/2018

ORDINANCE NO. 2018-

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 I 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:

_____ _____

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~~, evidence~~documentation~~ that water for domestic use will be supplied by a new withdrawal exempt from permitting under RCW 90.44.050.
6. ~~5.~~ If the well site is located in WRIA 4 (Upper Skagit), evidence that the requirements of chapter 173-503 WAC have been met.
7. ~~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, f~~ 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

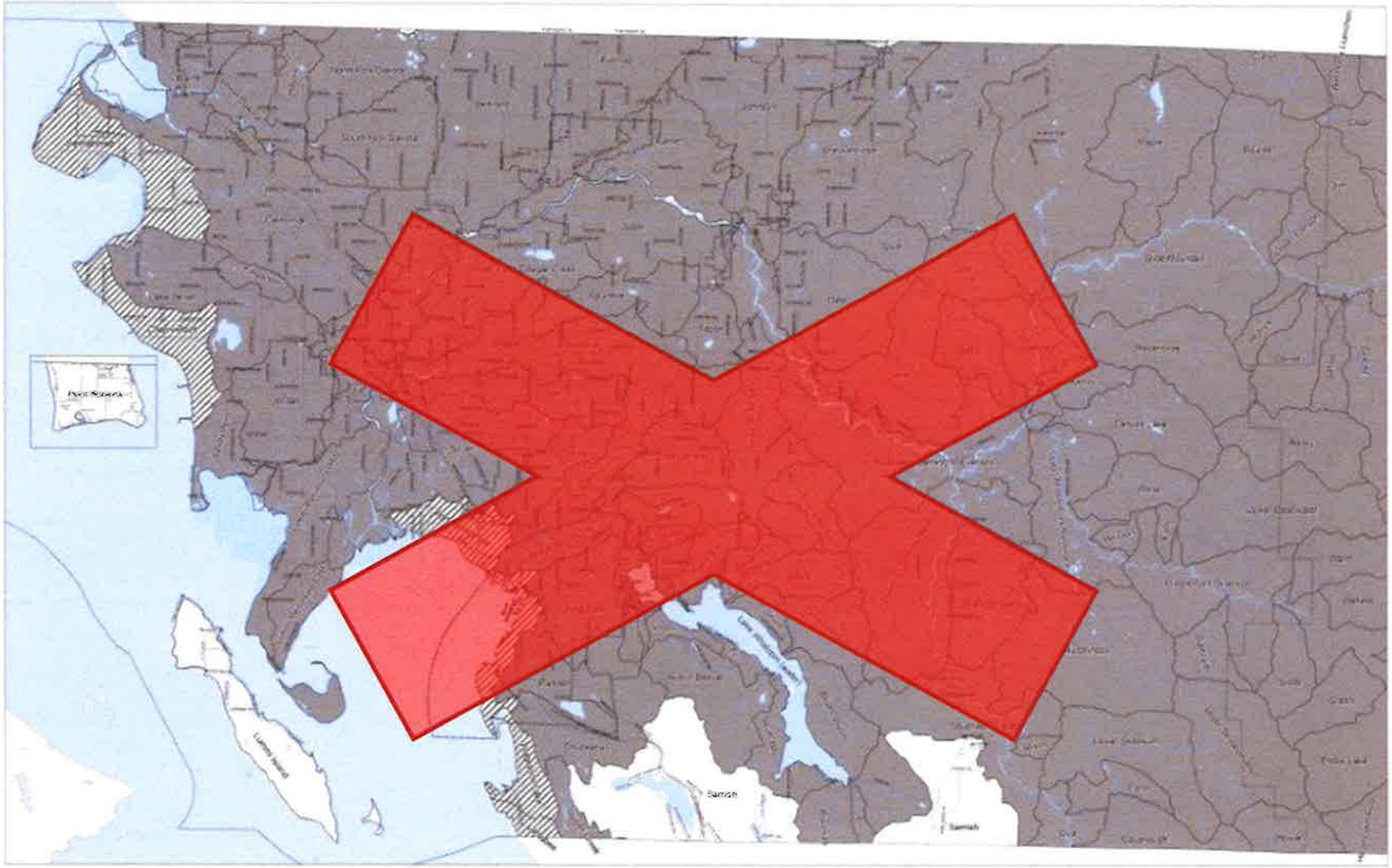
   c. The applicant shall pay to the permitting authority any applicable fees for each project permit.

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.

Figure 24.11.060



WHATCOM COUNTY

Applicability of Permit-Exempt Well Requirements per WCC 24.11.060

Legend

- Areas subject to permit-exempt well requirements, per WCC 24.11.060 ~~A.5~~ B.7
- Areas not subject to permit-exempt well requirements, per WCC 24.11.060 ~~A.4~~ B.5
- Limited Coastal Areas (where hydraulic continuity with regulated surface water bodies may be determined on a case by case basis). In these areas, the permit exempt well requirements of either WCC 24.11.060.B.6 or WCC 24.11.060.B.7 may apply.

0 0.5 1 2 3 4 Miles

WHATCOM COUNTY
Planning & Development Services
5280 Northwest Drive
Bellingham, WA 98226-9097
360-778-5900, TTY 800-833-6384
360-778-5901 Fax

Mark Personius, AICP
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.

Table 1. Conditions Under Which Water is Considered Legally Available for Purposes of Development in Whatcom County Pursuant to WCC 24.11.060

Ways of Showing Legal Availability of Water	Location			Limit/Conditions
	WRIA 1 (Nooksack)	WRIA 3 (Lower Skagit-Samish)	WRIA 4 (Upper Skagit)	
1. A water right permit from the Department of Ecology	✓	✓	✓	Up to whatever amount for which the DOE approves the water right
2. A letter from an approved public water purveyor with sufficient water rights, stating the ability to provide water	✓	✓	✓	Up to whatever amount for which the purveyor has adequate water rights (as approved by the DOE) and is willing to sell, plus whatever service conditions/costs they impose
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	✓	✓	✓	Up to 5,000 gallons per day
4. Water supplied by a rainwater catchment system	✓	✓	✓	No limit, but system must be approved by the Whatcom County Health Department, per Dept. of Ecology Policy 1017
5. For new (drilled after January 19, 2018) permit-exempt groundwater withdrawals for domestic use per RCW 90.44.050	✓			• Water shall be for domestic use only, with a maximum annual average withdrawal of 3,000 gallons per day per connection, • The applicant shall record with the property title any relevant restrictions or limitations associated with water supply; and, • The applicant shall pay any applicable fees for each project permit.
6. Evidence that water for domestic use will be supplied by a new withdrawal exempt from permitting under RCW 90.44.050		✓		Up to 5,000 gallons per day
7. Evidence that the requirements of WAC Chapter 173-503 have been met			✓	Limitations and requirements of WAC Chapter 173-503

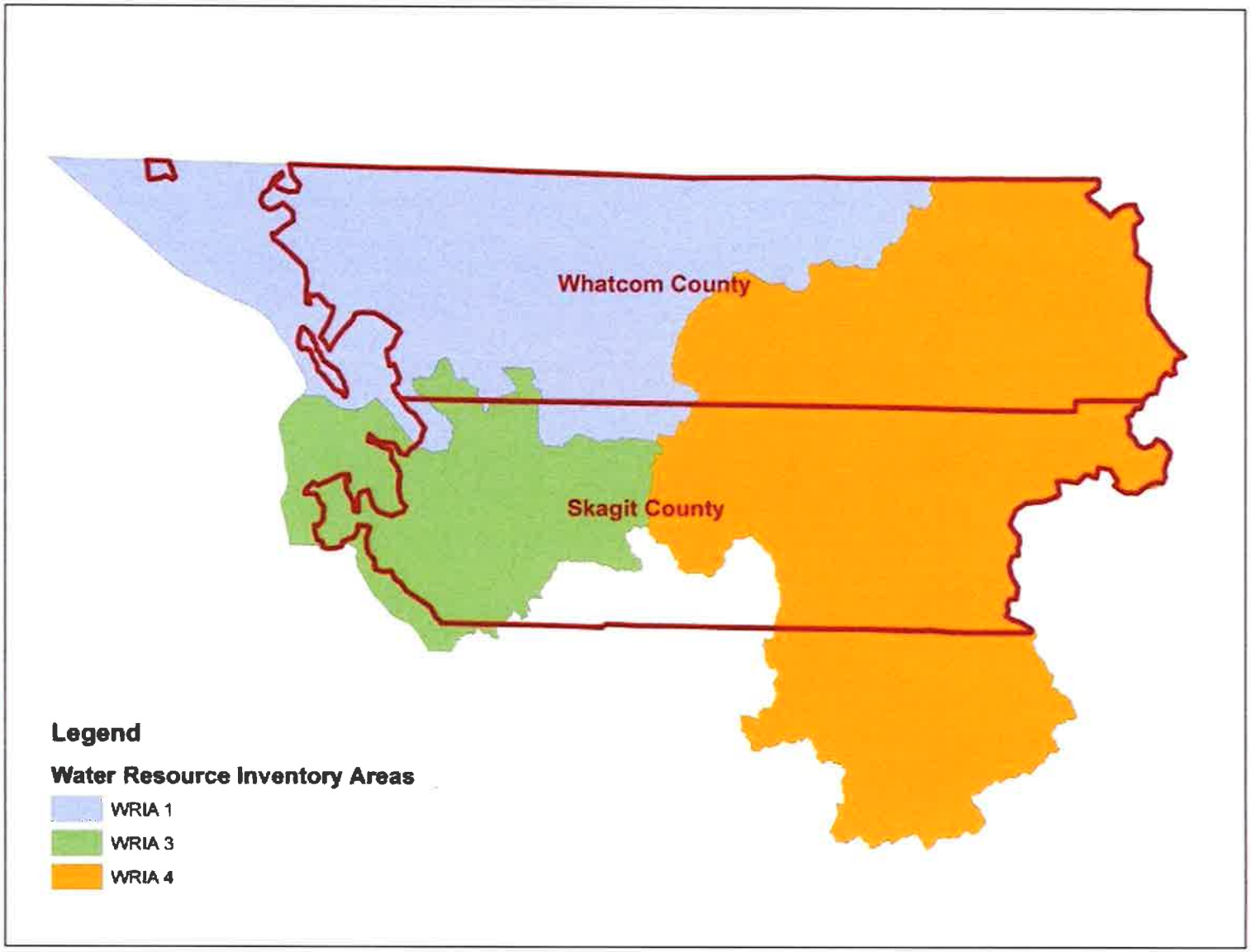


Figure 1. Boundaries of Whatcom and Skagit Counties, and WRIA 1, 2, and 3

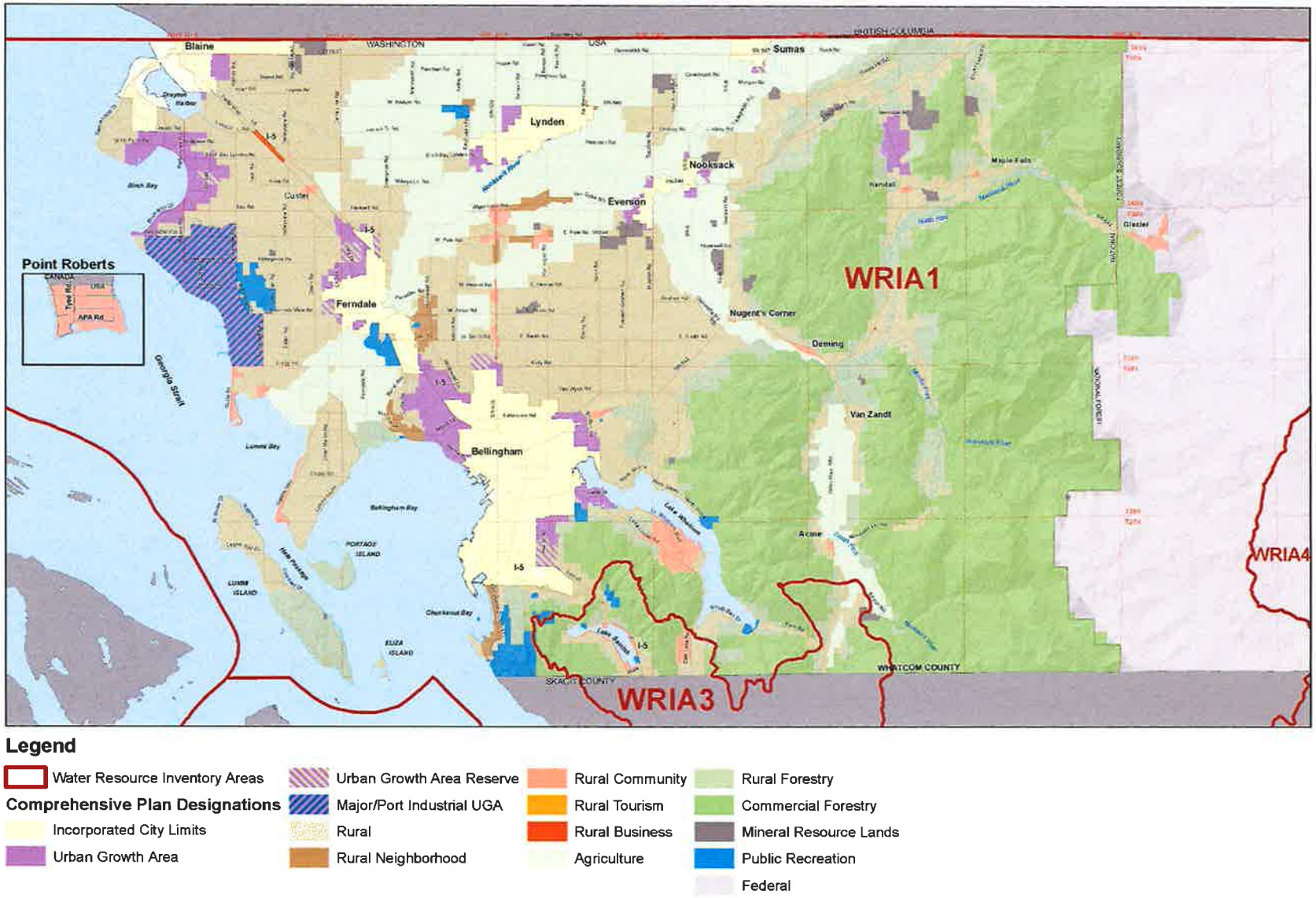


Figure 2. Western Whatcom County, showing WRIA boundaries and land uses

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, desalinization 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:

   a. WCC 21.04.090 Water supply, Short Subdivisions.

   b. 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 I 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

WHATCOM COUNTY COUNCIL AGENDA BILL NO. 2018-257

CLEARANCES	*Initial*	*Date*	*Date Received in Council Office*	*Agenda Date*	*Assigned to:*
Originator:	DMP DMP	09/04/18	RECEIVED SEP 04 2018 WHATCOM COUNTY COUNCIL	9/11/18	Introduction
Division Head:		9-4-18		9/25/18	Hearing
Dept. Head:					
Prosecutor:	LY	9/4/18			
Purchasing/Budget:	BB	9/4/18			
Executive:	TKS	9/4/18			

TITLE OF DOCUMENT:
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

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

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

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:	*COUNCIL ACTION:*
	9/11/2018: Introduced 7-0

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

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

WHATCOM COUNTY
SHERIFF'S OFFICE
BILL ELFO
SHERIFF

PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600

RECEIVED
SEP 4 - 2018
JACK LOUWS
COUNTY EXECUTIVE

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

Whatcom County Contract No. 201809001

Originating Department:	Sheriff's Office
Division/Program: *(i.e. Dept. Division and Program)*	35 Sheriff's Office / 3520 Bureau of LE & Investigations / 352020 Patrol and OT
Contract or Grant Administrator:	Jeff Parks, Undersheriff
Contractor's / Agency Name:	City of Bellingham

Is this a New Contract? Yes ☒ No ☐ If not, is this an Amendment or Renewal to an Existing Contract? Yes ☐ No ☐
If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: WCC 3.06.010

Does contract require Council Approval? Yes ☐ No ☒ If No, include WCC: COUNCIL REVIEW NOT REQUIRED
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): _____ 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 ☒ If yes, RFP and Bid number(s): _____ Contract Cost Center: 1003517005

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):
$ 13,223.00

This Amendment Amount:
$

Total Amended Amount:
$ 13,223.00

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 DMP	Date:	09/04/18
2.	Attorney signoff:	Date:	9/4/18
3.	AS Finance reviewed: bbennett	Date:	9/4/18
4.	IT reviewed (if IT related):	Date:	
5.	Contractor signed: ✓	Date:	8-24-18
6.	Submitted to Exec.: ✓	Date:	9-4-18
7.	Council approved (if necessary):	Date:	
8.	Executive signed:	Date:	
9.	Original to Council:	Date:	

Last edited 08/08/18

CITY OF BELLINGHAM
CONTRACT#
2018-0547

WHATCOM COUNTY
CONTRACT NO.
20180900l

CITY SECRETARY
CONTRACT NO. 2018-0547

THE STATE OF WASHINGTON

COUNTY OF WHATCOM

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, witnesseth:

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 6/24/18

ATTEST:

Brian Henshaw, Finance Department

APPROVED AS TO FORM:

City Attorney

COUNTY OF Whatcom, WA

Sheriff

APPROVED AS TO FORM:

Prosecuting Attorney

Jack Louws, Whatcom County Executive

Chief of Police

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.

Federal Funding Agency	Solicitation Name	Name/Phone/Email for Point of Contact
USDOJ	Bulletproof Vest Partnership	1-877-758-3787/owner-bvp-list@ojp.usdoj.gov

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

	Year 1		*Year 2 (if needed)*		*Year 3 (if needed)*		*Year 4 (if needed)*		*Year 5 (if needed)*		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
B. Fringe Benefits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
C. Travel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
D. Equipment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
E. Supplies	$13,223	$0	$0	$0	$0	$0	$0	$0	$0	$0	$13,223
F. Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
G. Subawards (Subgrants)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
H. Procurement Contracts	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
I. Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Direct Costs	$13,223	$0	$0	$0	$0	$0	$0	$0	$0	$0	$13,223
J. Indirect Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Project Costs	$13,223	$0	$0	$0	$0	$0	$0	$0	$0	$0	$13,223
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.

Whatcom County Sheriff's Office
2018 Edward Bryne Memorial JAG Program
FY 2018 Local Solicitation

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.

Inclement 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.

Add Supply Item	Delete Selected	# of Items	Unit Cost	Total Cost	Contribution	Request
Inclement Weather Protective Gear		13	$1,017.15	$13,223		$13,223
				$0		$0
			Total(s)	$13,223	$0	$13,223

Narrative — Add Additional Narrative Text

The Whatcom County Sheriff's Office SWAT team has a current need fpr specialized outer wear which is designed for their assignment an doperationla needs, and allows them to perform their duties ina 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

Purpose *Provide the purpose of the construction*	Description of Work *Describe the construction project(s)*	Computation *Compute the costs (e.g., the number of each item to be purchased X the cost per item)*				
Add Construction Item	Delete Selected	*# of Items*	*Cost*	*Total Cost*	*Non-Federal Contribution*	*Federal Request*
				$0		$0
			Total(s)	$0	$0	$0

Narrative — Add Additional Narrative Text

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-250

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	JPR	8/29/18	RECEIVED AUG 31 2018 WHATCOM COUNTY COUNCIL	9/11/18	PW Committee/ Introduction
Division Head:	JPR	8/29/18		9/25/18	Public Hearing/ Adoption
Dept. Head:		8/29/18			
Prosecutor:	KMF	8/30/18			
Purchasing/Budget:					
Executive: TRS		8.31.18			

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*

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

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:
9/11/2018: Discussed	9/11/2018: Introduced 7-0

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

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

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director

Joseph P. Rutan, P. E.
County Engineer/Assistant Director
322 N. Commercial Street, Ste 301
Bellingham, WA 98225-4042
Phone: (360) 778-6210
Fax: (360) 778-6211

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

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:

Project Number	Project Title	Reason/Status
R9	Bennett Drive, Marine Dr. to W. Bakerview	City Annexation
R10	Lummi View Drive Bank Stabilization	Reduced Risk from Failure
R27	Airport Drive Subsurface Repair	Completed 2018
B1	Slater Road/Jordan Creek Bridge	Completed 2017 or 2018
F2	Ferry Terminal Electrical Project	Completed 2017

Projects Added to 2019-2024 STIP:

Project Number	Project Title	Reason/Status
R19	Birch Bay Lynden Rd/Blaine Rd.	Intersection Improvements
R29	E. Smith Rd, Hannegan Rd. to Everson Goshen Rd.	Pavement Rehabilitation – RAPP Funds
R30	Birch Bay Lynden Rd., Enterprise Rd. to Rathbone Rd.	Pavement Rehabilitation – Rapp Funds
R31	ADA Barrier Removal	ADA Transition Plan
R32	Small Area Paving	Misc. pavement repair needs
R33	Samish Way/Galbraith Lane Crosswalk	Coordination with COB Parking Lot Development
B15	Mosquito Lake Rd/Hutchinson Creek Tributary	Fish Passage
B16	North Fork Road/Kenny Creek	Fish Passage

2019-2024 Six Year Transportation Improvement Program

Financial Distribution by Year

8/29/2017

Project Costs in Thousands of Dollars

Attachment "B"

Project No.	Project Name	Total 2019-2024	Total Grant 2019-2024	Total Local 2019-2024	2019	2020	2021	2022	2023	2024
	Road Capital Construction									
R1	Birch Bay Drive & Pedestrian Facility	7,450	1,610	5,840	4,000	3,250	200	0	0	0
R2	Lake Whatcom Blvd, Water Quality Improvements	100	0	100	25	20	55	0	0	0
R3	Horton Road, Northwest Drive to Aldrich Road	157	0	157	90	67	0	0	0	0
R4	Slater Road & Northwest Drive	50	0	50	50	0	0	0	0	0
R5	Slater Road, I5 Interchange to 0.10m E. of Pacific Hwy	50	0	50	50	0	0	0	0	0
R6	Slater Road, Northwest Drive to Aldrich Road	50	0	50	0	50	0	0	0	0
R7	Smith Road & Northwest Drive	100	0	100	100	0	0	0	0	0
R8	Roadway Frost Depth Detectors	325	0	325	325	0	0	0	0	0
R9	Marine Drive, Locust Avenue to Alderwood Avenue	3,025	1,509	1,516	250	200	2,575	0	0	0
R10	North Shore Road, Bellingham City Limits to Y Road	10	0	10	0	0	0	10	0	0
R11	Lummi Nation Transportation Projects	2,000	0	2,000	2,000	0	0	0	0	0
R12	Point Roberts Transportation Improvements	150	0	150	150	0	0	0	0	0
R13	Slater Rd/Haxton Way	10	0	10	10	0	0	0	0	0
R14	East Smith Road, Everson Goshen Road to SR 542	1,460	1,000	460	5	5	1,450	0	0	0
R15	East Smith Road & Hannegan Road	3,700	1,000	2,700	300	100	3,300	0	0	0
R16	Guardrail Safety Program	840	810	30	840	0	0	0	0	0
R17	Birch Bay Drive, Jackson Road to Shintaffer Road	1,200	0	1,200	0	0	75	1,125	0	0
R18	Turkington Road/Jones Creek	275	0	275	25	150	100	0	0	0
R19	Birch Bay Lynden/Blaine Rd.	50	0	50	0	0	50	0	0	0
R20	Lincoln Road - II, Harborview Road to SR 548 (Blaine Road)	5	0	5	0	0	0	0	5	0
R21	Marine Drive II, Alderwood Avenue to Bridge No. 172	5	0	5	0	0	0	0	0	5
R22	Hemmi Road Flood Mitigation	1,175	0	1,175	175	1,000	0	0	0	0
R23	Innis Creek Road	15	0	15	5	10	0	0	0	0
R24	Larrabee Road Flood Mitigation	5	0	5	0	0	0	0	0	5
R25	Lakeway Drive Corridor Improvements	5	0	5	0	0	5	0	0	0
R26	Ferndale Road/Levee Improvements	50	0	50	50	0	0	0	0	0
R27	Abbott Road/Levee Improvements	600	0	600	600	0	0	0	0	0
R28	Northwest Drive, City of Bellingham to Axton Road	1,500	0	1,500	75	1,425	0	0	0	0
R29	E. Smith Rd, Hannegan Rd. to Everson Goshen Rd.	5	0	5	0	0	0	0	0	5
R30	Birch Bay Lynden Rd, Enterprise Rd. to Rathbone Rd	5	0	5	0	0	0	0	0	5
R31	ADA Barrier Removal	50	0	50	0	50	0	0	0	0
R32	Small Area Paving	250	0	250	250	0	0	0	0	0
R33	Samish Way/Galbraith Lane	50	0	50	50	0	0	0	0	0

Project No.	Project Name	Total 2019-2024	Total Grant 2019-2024	Total Local 2019-2024	2019	2020	2021	2022	2023	2024
	Bridge Capital Construction									
B1	Marine Drive/Little Squalicum Bridge No.1	20	0	20	20	0	0	0	0	0
B2	Jackson Road/Terrell Creek/Bridge No. 81	220	0	220	100	120	0	0	0	0
B3	Mosquito Lake Road/Porter Creek/Bridge No. 141	5	0	5	0	0	5	0	0	0
B4	North Lake Samish Road/Bridge No. 107	700	0	700	450	250	0	0	0	0
B5	Hannegan Road/Ten Mile Creek Bridge No. 236	250	0	250	250	0	0	0	0	0
B6	Roberts Road/Anderson Creek/Bridge No. 249	1,350	814	536	1,350	0	0	0	0	0
B7	Massey Road/Sumas River/Bridge No. 291	110	0	110	110	0	0	0	0	0
B8	W. Badger Road/Bertrand Creek/Bridge No. 50	3,150	1,255	1,895	3,150	0	0	0	0	0
B9	Goshen Road/Anderson Creek/Bridge No. 248	20	0	20	0	0	20	0	0	0
B10	Slater Road/Nooksack River Bridge No. 512	20	0	20	0	0	0	20	0	0
B11	Martin Road/Anderson Creek/Bridge No. 250	5	0	5	0	0	0	0	5	0
B12	Loomis Trail Rd/Bertrand Cr. Trib Bridge No. 497	5	0	5	0	0	0	5	0	0
B13	Lenhart Rd/Saar Creek Bridge No. 329	5	0	5	0	0	0	0	5	0
B14	Salakanum Way/Anderson Creek Bridge No. 509	5	0	5	0	0	0	0	0	5
B15	Mosquito Lake Rd/ Hutchinson Creek Tributary	250	0	250	150	100	0	0	0	0
B16	North Fork Road/Kenny Creek	300	0	300	150	150	0	0	0	0
B17	0	0	0	0	0	0	0	0	0	0
	Ferry Capital Construction									
F1	Replacement of Whatcom Chief & Terminal	650	0	650	550	100	0	0	0	0
F2	Ferry Terminal Painting and Structural Repair	650	0	650	650	0	0	0	0	0
F3	Lummi Island Breakwater Replacement	1,750	1,211	539	1,750	0	0	0	0	0
F4	Relocation of Gooseberry Terminal	600	0	600	250	150	50	50	50	50
F5										
	Yearly Capital Construction									
Y1	Various Bridges Rehabilitation/Replacement	1,800	0	1,800	300	300	300	300	300	300
Y2	Right of Way Acquisition	180	0	180	50	50	20	20	20	20
Y3	Unanticipated Site Improvements	1,800	0	1,800	300	300	300	300	300	300
Y4	Unanticipated Stormwater Quality Improvements	345	0	345	100	50	50	50	50	45
Y5	Unanticipated Non-motorized Transportation Improv	600	0	600	100	100	100	100	100	100
Y6	Fish Passage Project	200	0	200	0	0	50	50	50	50
Y7	Swift Creek Transportation Impacts	600	0	600	100	100	100	100	100	100
Y8	Railroad Crossing Improvements	300	0	300	200	20	20	20	20	20
	Total	40,612	9,209	31,403	19,505	8,117	8,825	2,150	1,005	1,010

Whatcom County Public Works
Project Narrative

Birch Bay Drive and Pedestrian Facility
CRP #907001

Construction Funding Year(s):	**2019 / 2020**

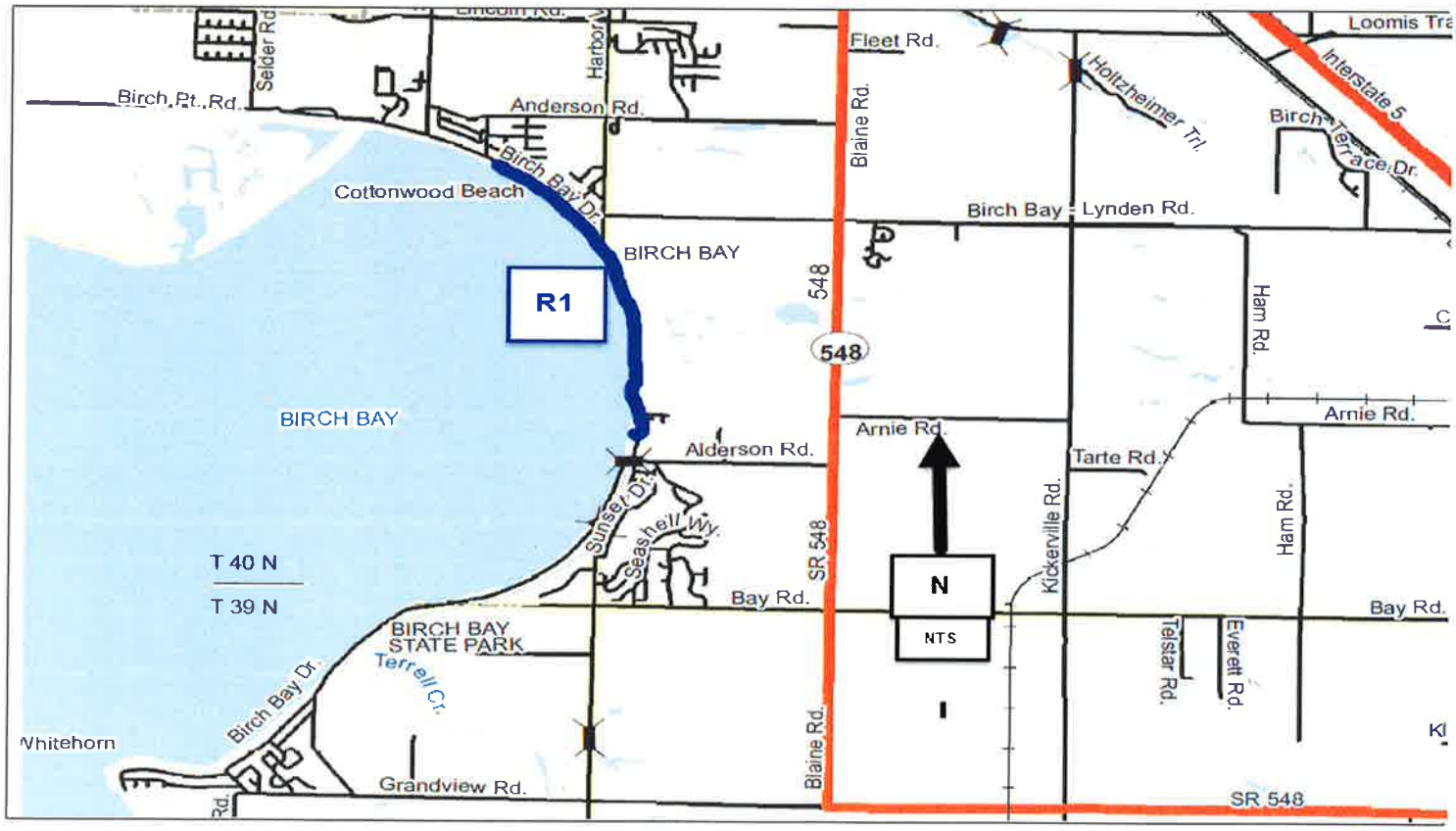
Project Narrative:
This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek, in Sections 30 and 31, T40N, R1E, and Sections 24 and 25, T40N, R1W. This is a 1.58 mile separated berm with pathway to encourage pedestrian use along Birch Bay Drive to support safety 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

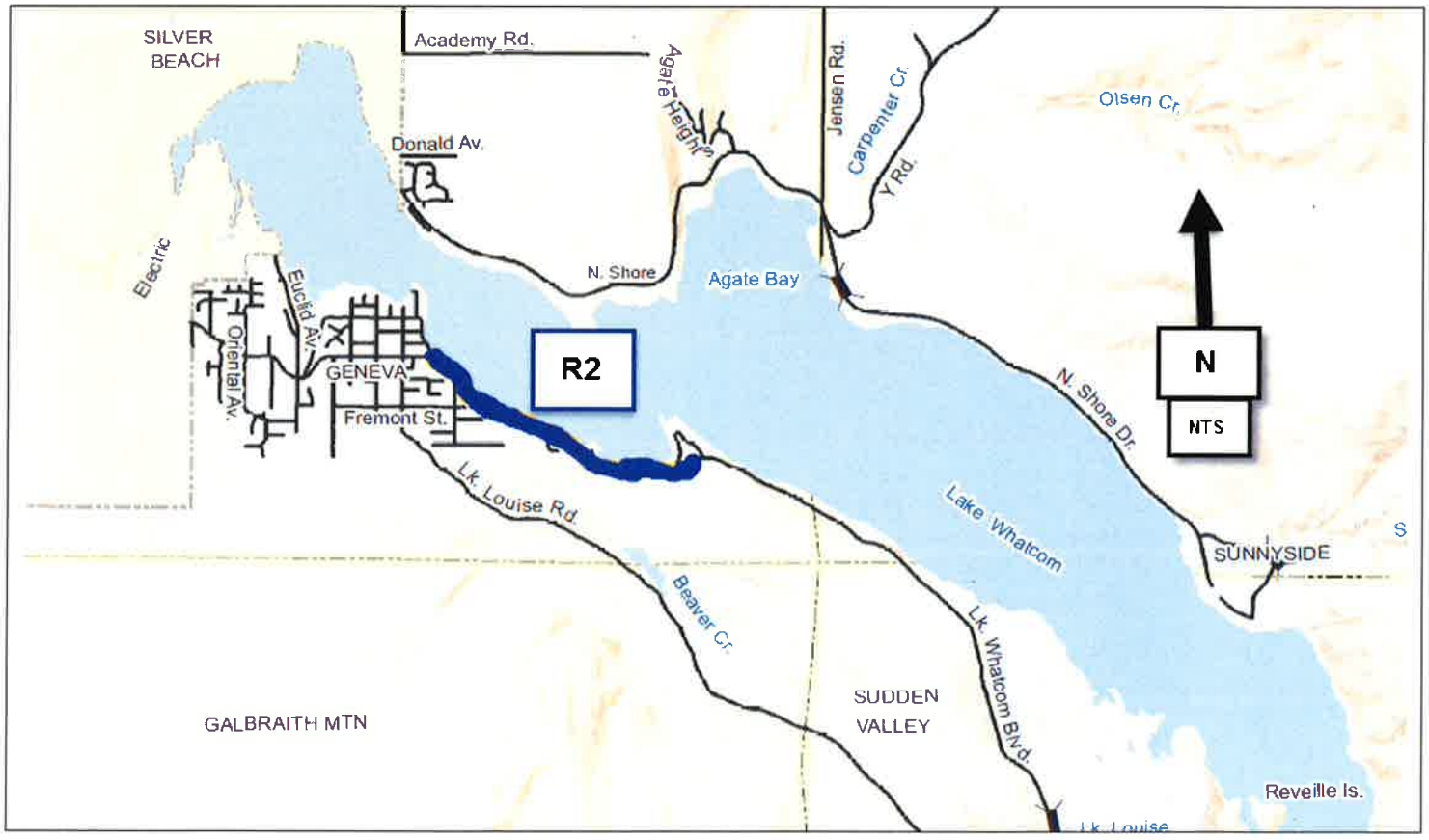
Project Narrative:
This project is located approximately 1 mile east of Bellingham, in Sections 35 and 36, T38N, R3E. The work will involve drainage improvements and pedestrian improvements to a 1.3 mile section of Lk Whatcom Blvd between Cable Street and Strawberry Point, addressing stormwater quality 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.

Total Estimated Project Cost:	$ TBD
Expenditures to Date:	$ 55,000

Funding Sources:	
Federal	$0
State	$0
Local	$100,000 (Grant funding will be sought)

Environmental Permitting	SEPA, CLR/CAO, Shorelines
Right-of-Way Acquisition (Estimate)	$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 ½ 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.

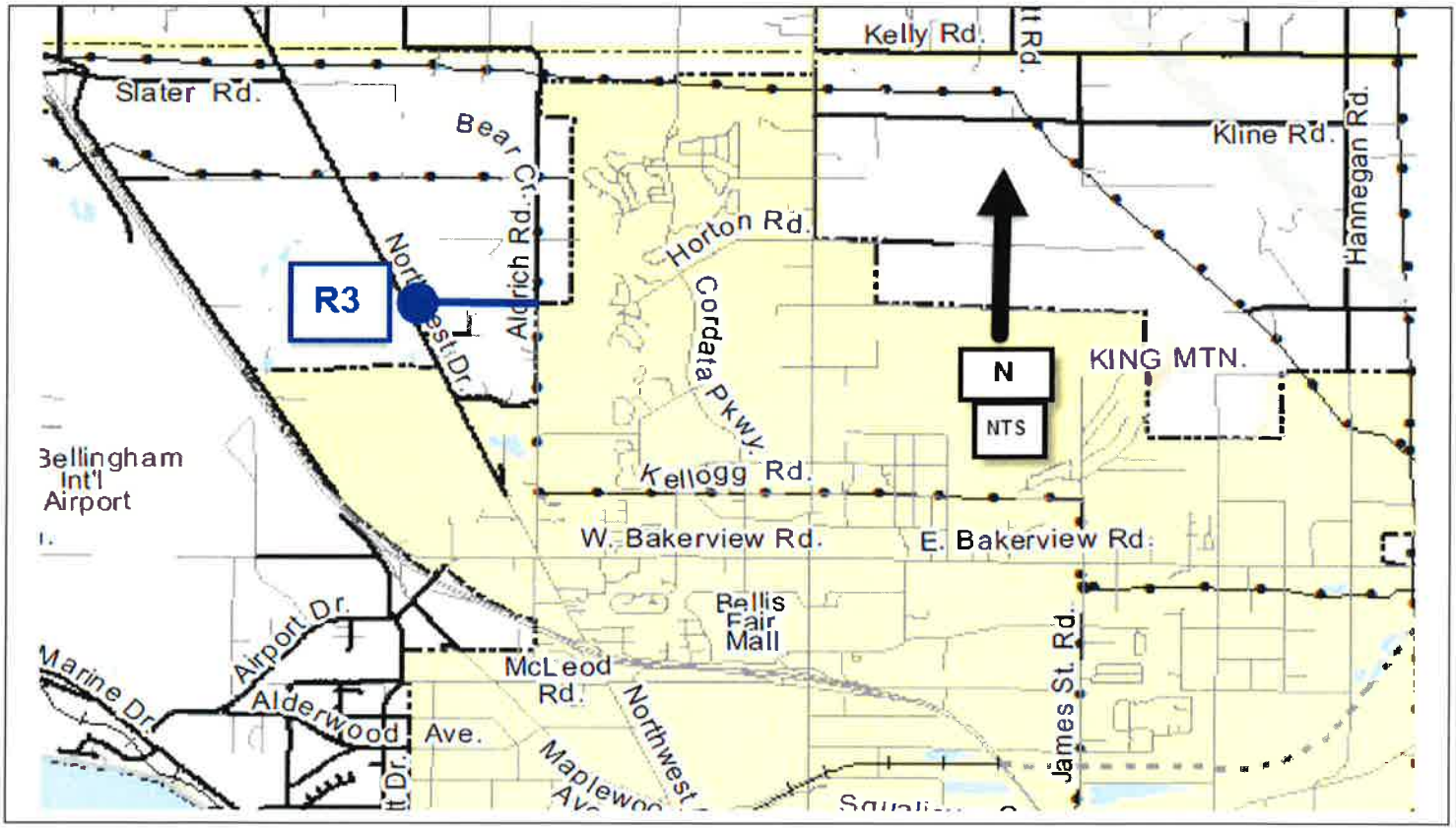
Total Estimated Project Cost: TBD

Expenditures to Date: $5,000

***$1,000,000 STBG Grant transferred to COB for design of county portion.**

Funding Sources:	
Federal	($1,000,000)*
State	0
Local	$157,000

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*
*Includes Project #R5
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**

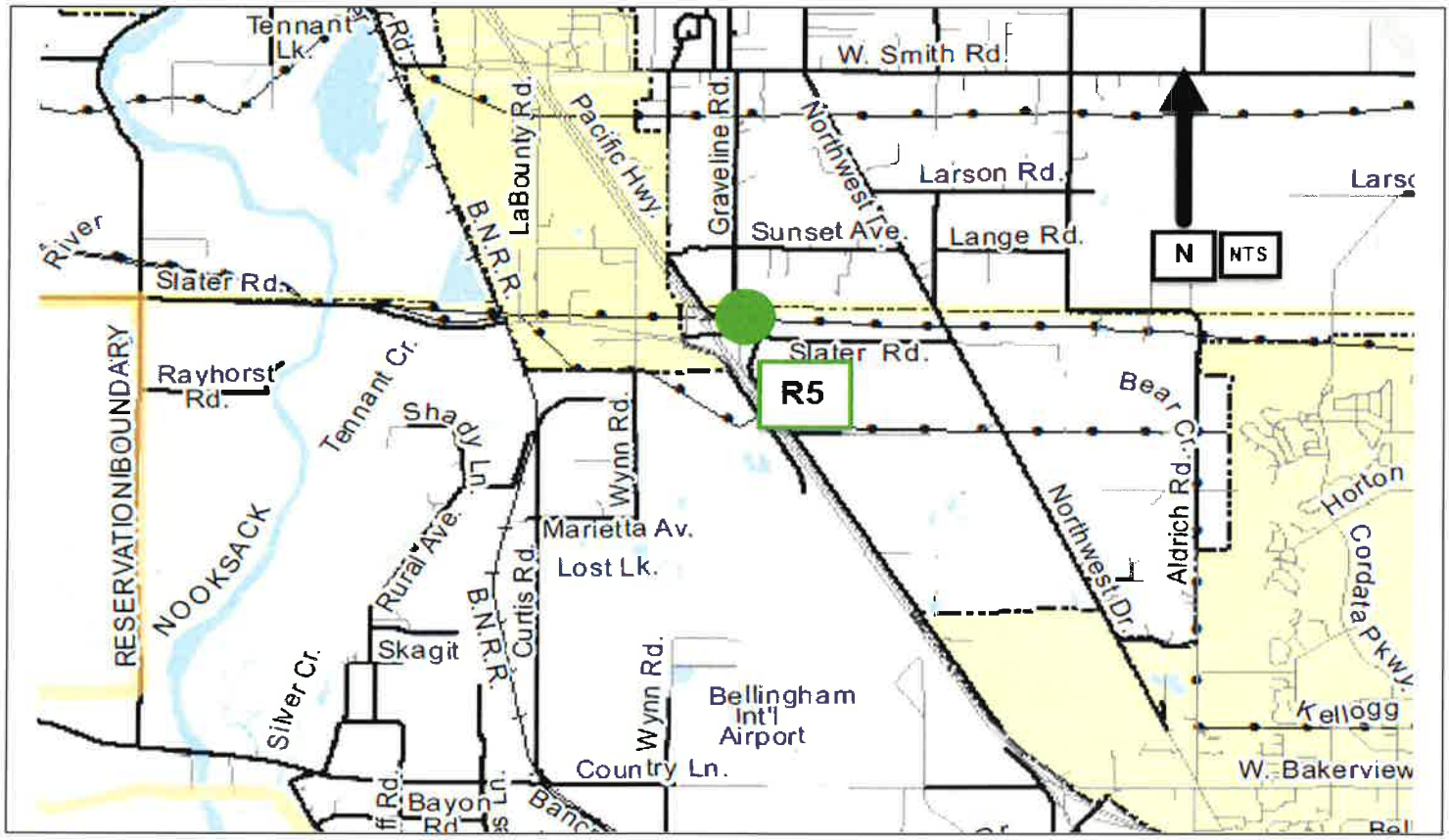
Project Narrative:
This project is located north of Bellingham in Section 3, T38N, R2E. This project will improve the interchange/intersection of Interstate 5 and Slater Road. This includes the intersection of Slater Road with Rural Road and Pacific Highway. This project is listed **#R5** on the 2019-2024 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



Slater Road
Northwest Drive to Aldrich
CRP # 914012

Construction Funding Year(s):	**TBD**

Project Narrative:
This new roadway project is located in Sections 1 and 2 of T38N, R2E. The work involves the construction of a new roadway between Northwest Drive and Aldrich Drive as well as construction of a round-a-bout at the new intersection of Northwest Drive and Aldrich Road. This project is listed **#R6** on the 2019-2024 Six-Year Transportation Improvement Program.

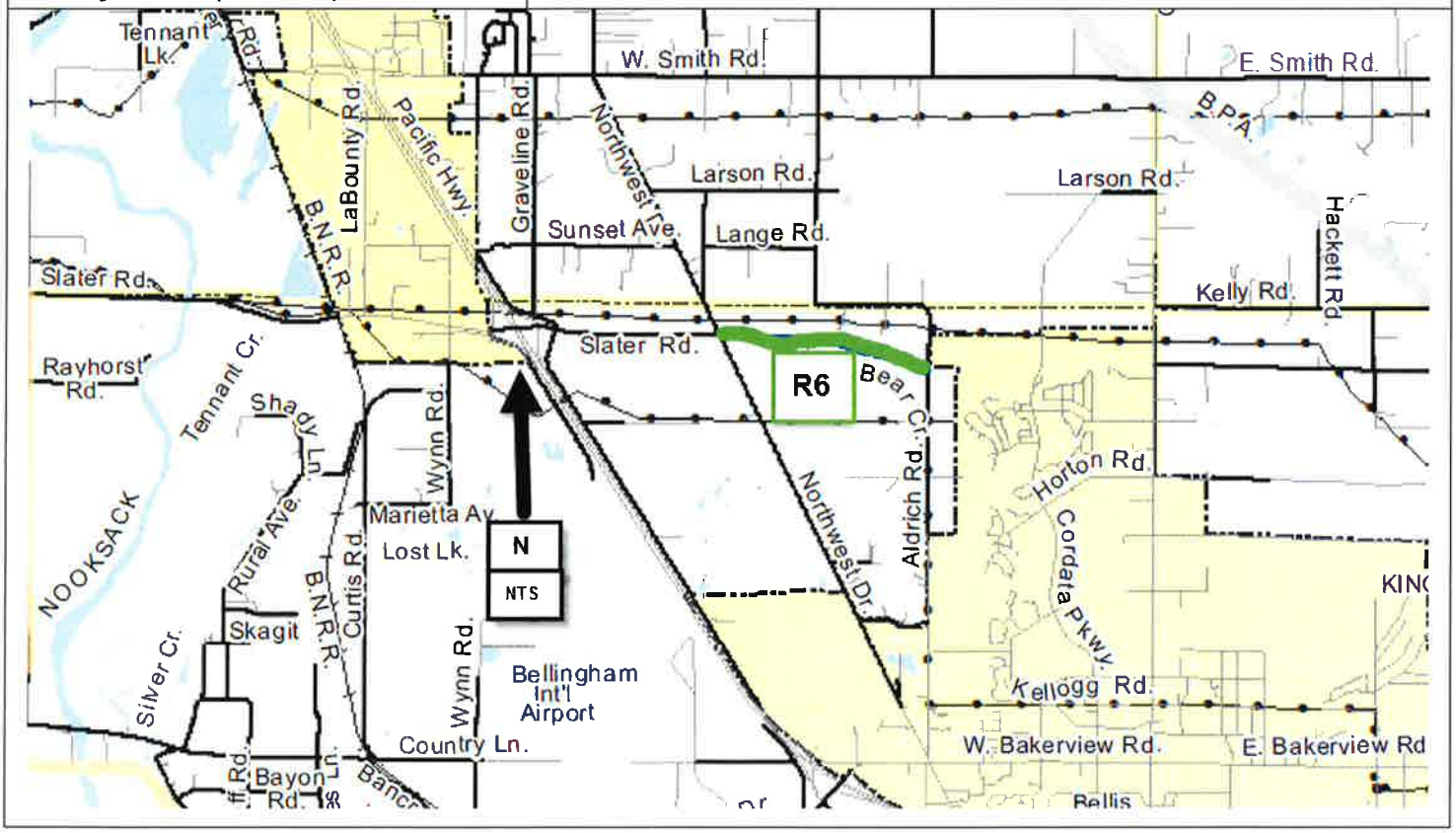
Project Status:
Design, permitting, right-of-way and construction dependent upon funding agreements with the City of Bellingham and other sources.

Total Estimated Project Cost: TBD

Expenditures to Date: $0

Funding Sources:	
Federal	$0
State	$0
Local	$50,000

Environmental Permitting	ECS, BA, SEPA, CLR/CAO, Corps of Engrs
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	N/A



Smith Road & Northwest Drive Intersection Improvements
CRP # Not Assigned

Construction Funding Year(s):	**TBD**

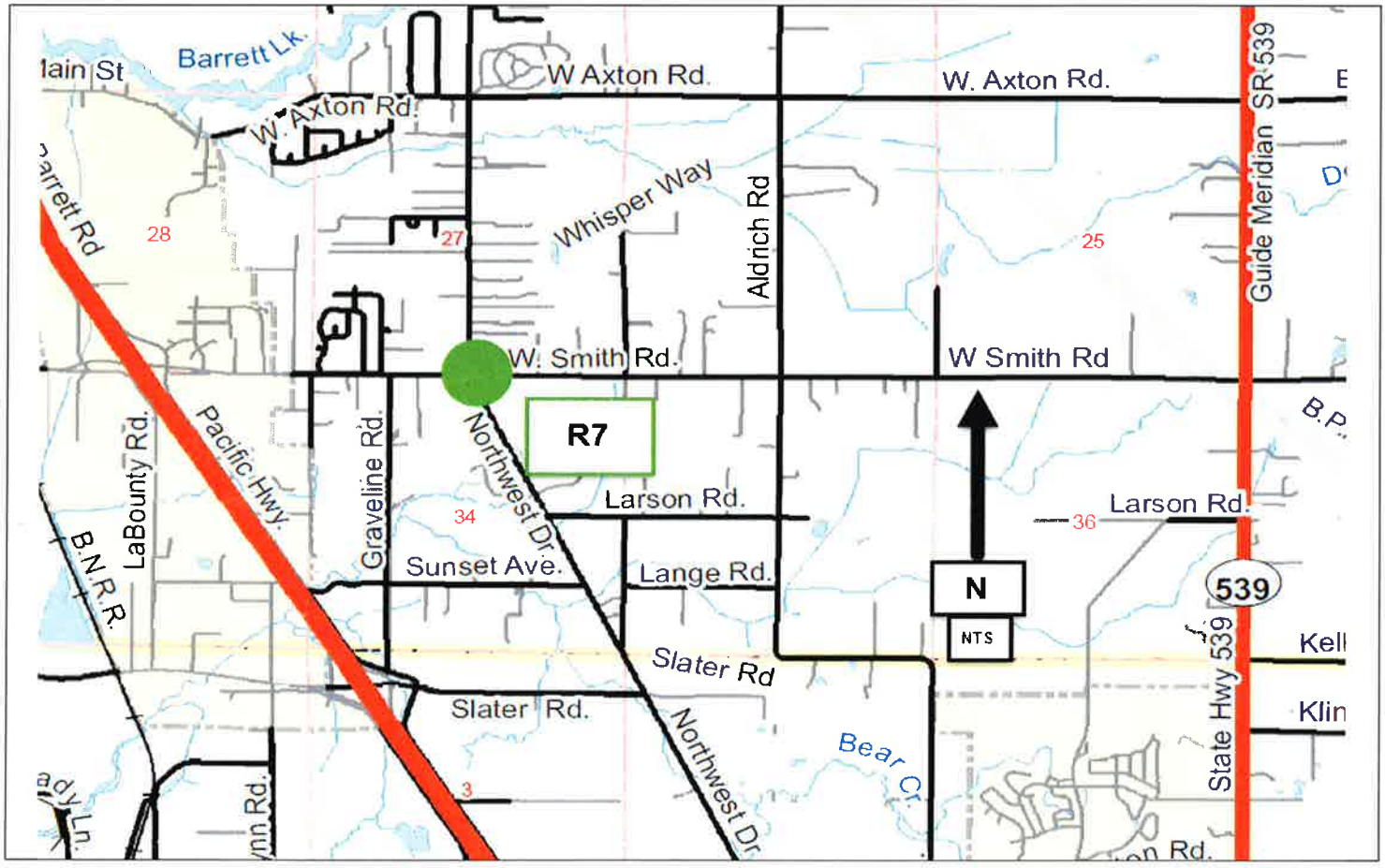
Project Narrative:
This project is located in Section 27 & 34 of T39N, R2E. The work involves intersection improvements that will likely be a roundabout or traffic signal at the current 4-way stop. This project will also require drainage upgrades and R/W acquisition, and is dependent on the NW Annex 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

Funding Sources:	
Federal	$
State	$
Local	$325,000

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.

Total Estimated Project Cost:	$3,025,000
Expenditures to Date:	$42,000

Funding Sources:	
Federal	$1,509,000 (STBG) Available in 2021
State	$0
Local	$1,516,000

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:	
Federal	$0
State	$0
Local	$10,000 (Grant funding will be sought)

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 Uplands 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.

Total Estimated Project Cost:	$4,000,000
Expenditures to Date:	$2,000,000

Funding Sources:	
Federal	$0
State	$0
Local	$2,000,000

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

Due to the nature of this item, no map exists. Location of the new transportation projects will be determined in 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.

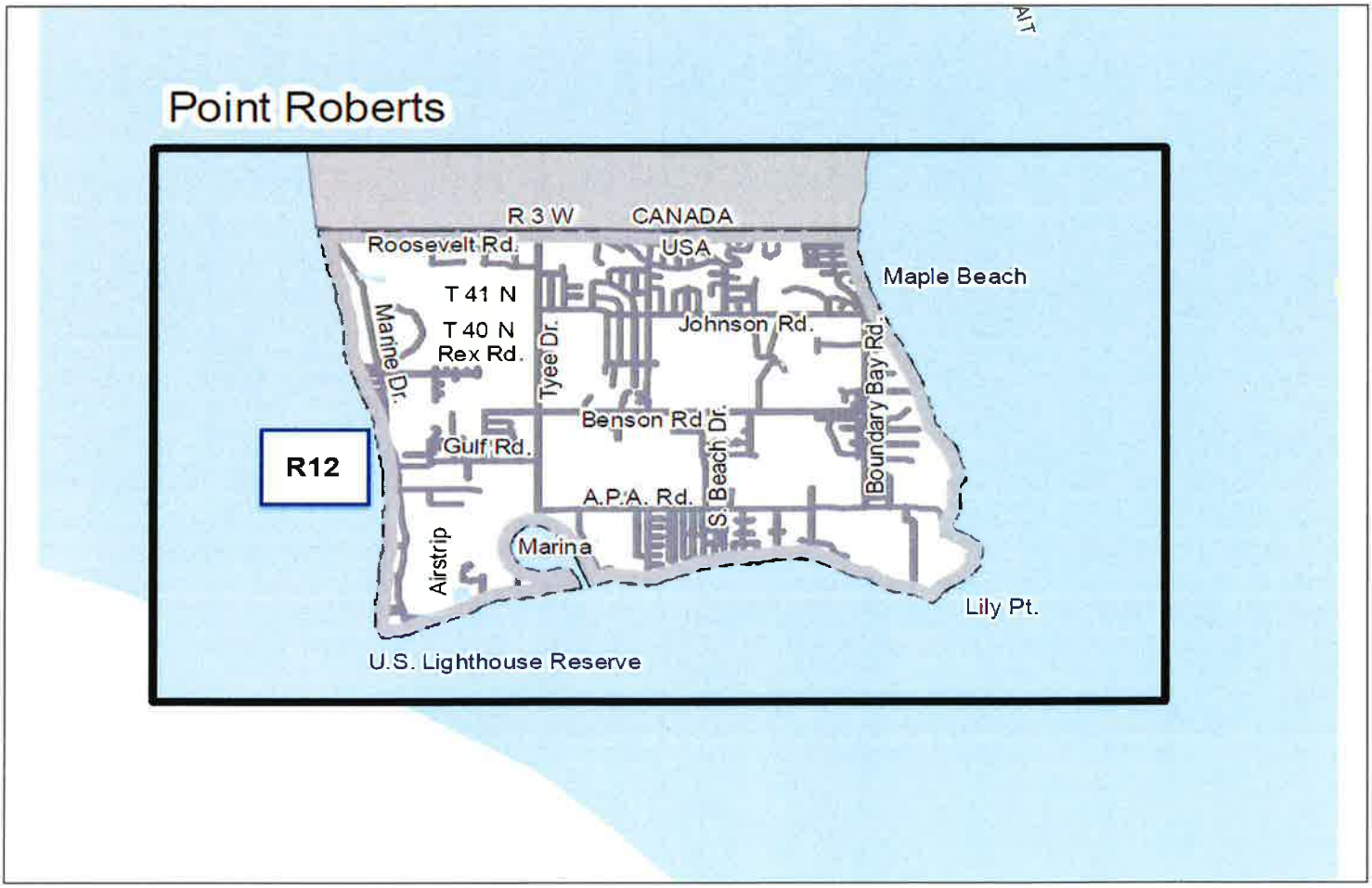
Project Status:
Public Works has assigned staff working with the Point Roberts Transportation Benefit District Advisory Committee to coordinate project evaluation, selection, and development.

Total Estimated Project Cost: $150,000

Expenditures to Date: $0

Funding Sources:	
Federal	$0
State	$0
Local	$150,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Slater Road/Haxton Way
CRP # 917002

Construction Funding Year(s):	**TBD**

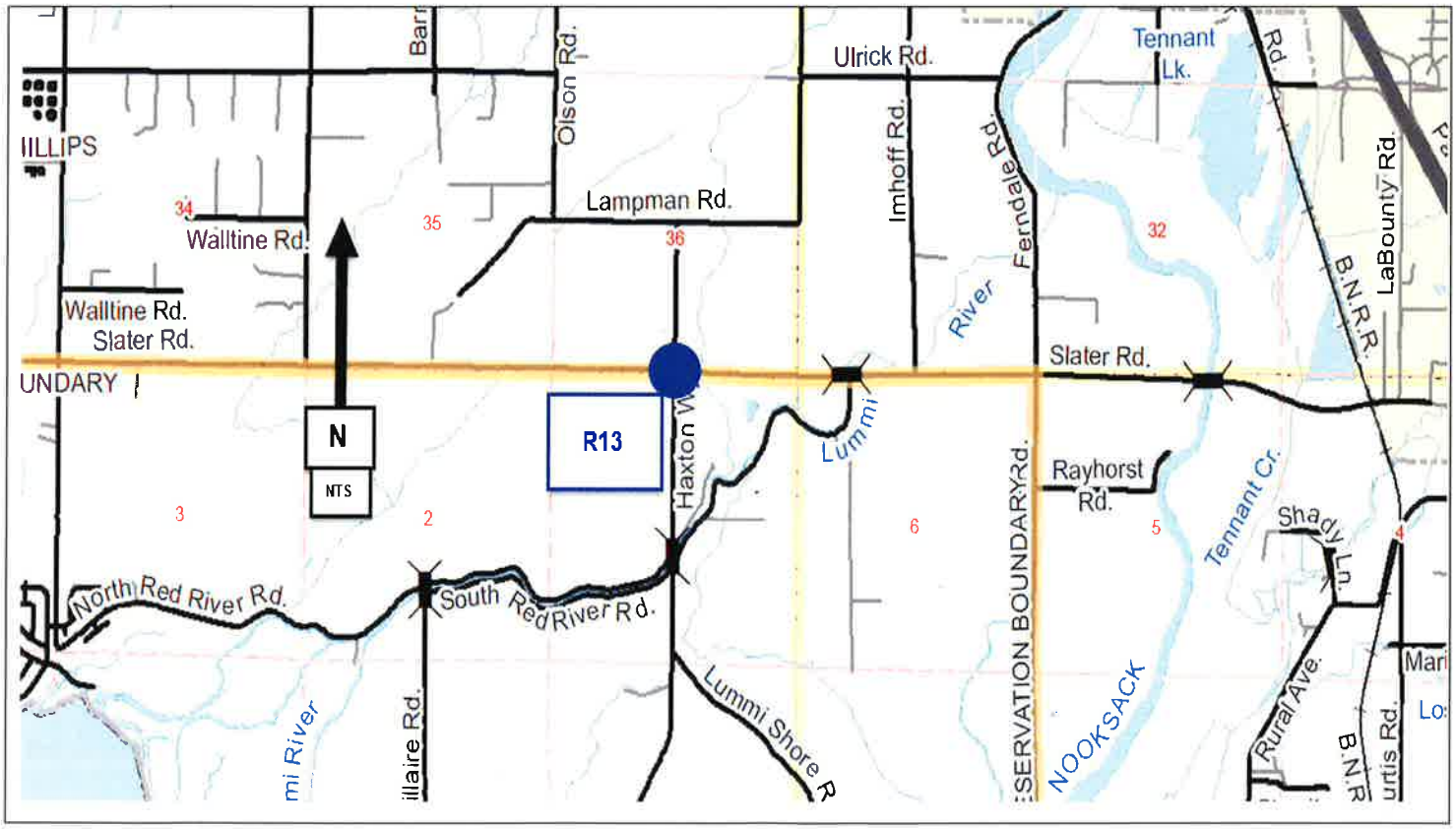
Project Narrative: This project is located on Slater Road in Section 36, T39N, R1E. The project is to improve the intersection, through location of a dedicated left hand turn signal, pavement, drainage, signing, and striping improvements. This project is listed **#R13** on the 2019-2024 Six Year Transportation 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.

Total Estimated Project Cost:	$ TBD
Expenditures to Date:	$ 43,000

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**

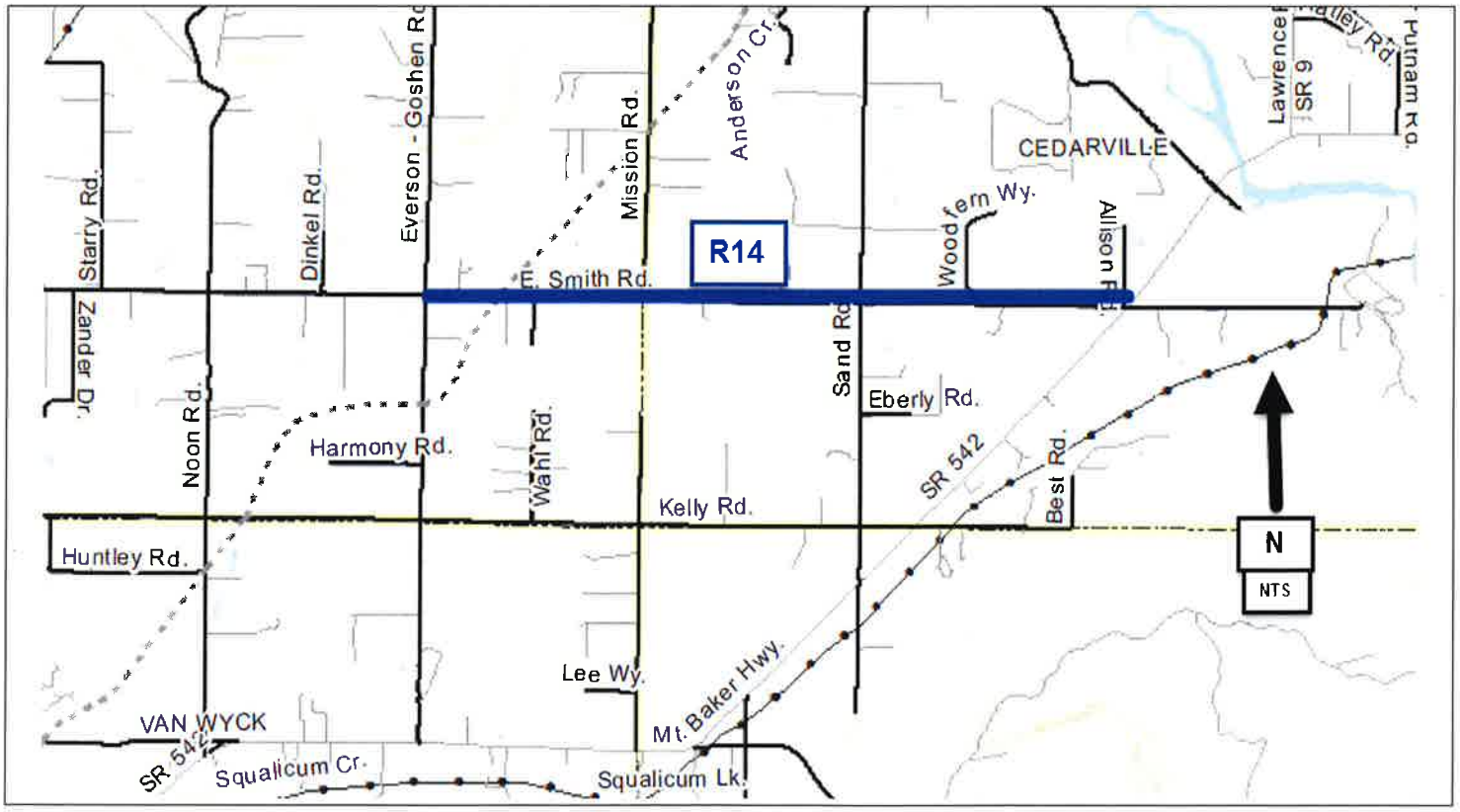
Project Narrative:
This East Smith Road project is located between Everson-Goshen Road and State Route 542 in Section 25 of T39N, R3E and Sections 28, 29, 30 T39N, R4E. The work will involve the pavement rehabilitation of approximately 3.25 miles of roadway. This project is listed **#R14** on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status:
Design, permitting and construction to be completed in 2021. Design and Construction is anticipated for 2021

Total Estimated Project Cost:	$1,460,000
Expenditures to Date:	$9,000

Funding Sources:	
Federal	
State	$1,000,000 (RATA)
Local	$460,000

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**

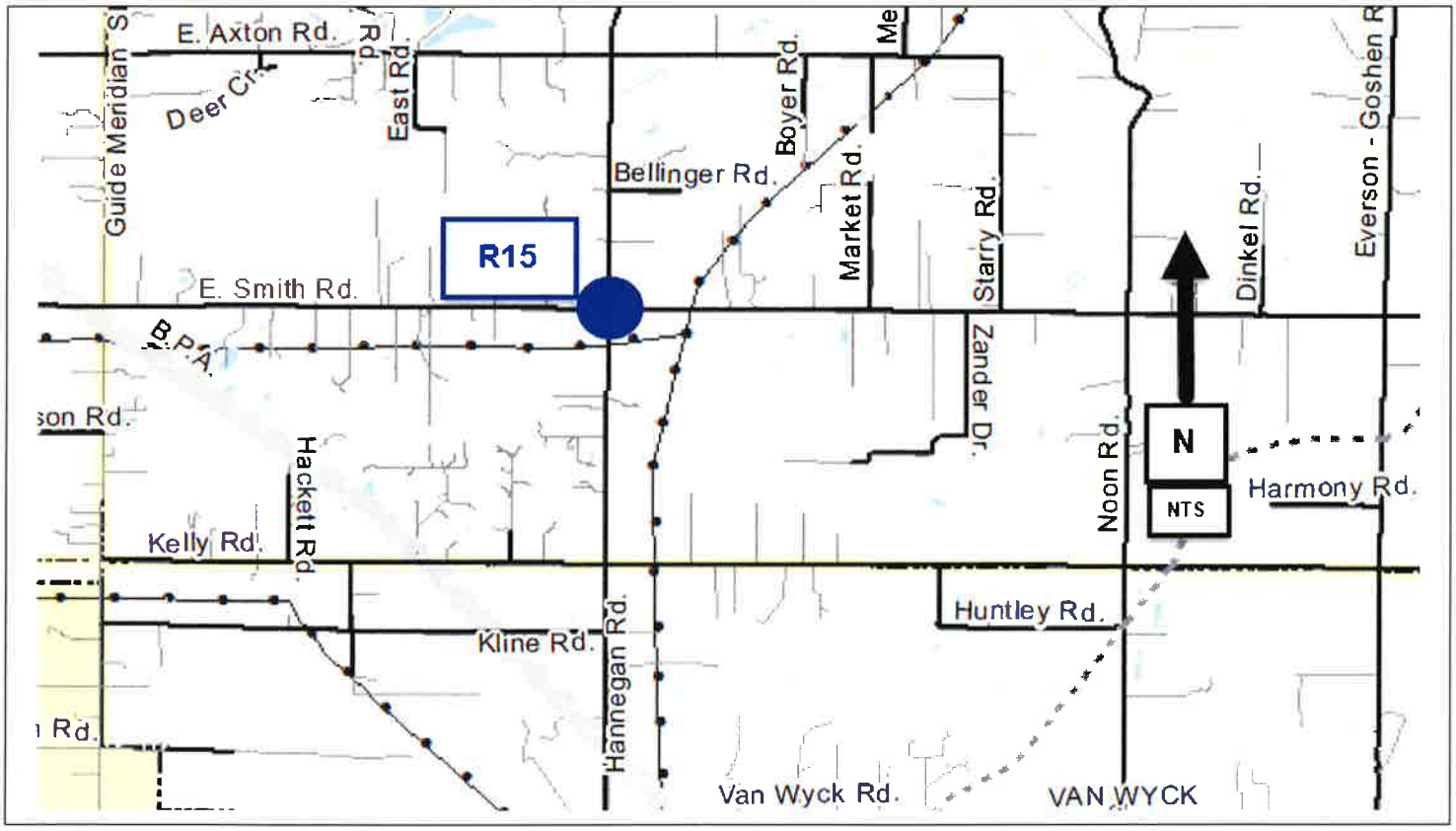
Project Narrative:
The intersection of East Smith and Hannegan Roads is located in Sections 28, 29, 32 and 33, T39N, R3E.This project is listed **#R15** on the 2019-2024 Six-Year Transportation Improvement Program. This intersection currently experiences delays due to the lack of left-turn channelization 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:
Traffic counts and warrants completed with an associated 'Alternatives Analysis' performed by a traffic consultant in 2018. Construction proposed for 2021.

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.

Total Estimated Project Cost:	$930,000
Expenditures to Date:	$30,000

Funding Sources:	
Federal	$900,000
State	$
Local	$30,000

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**

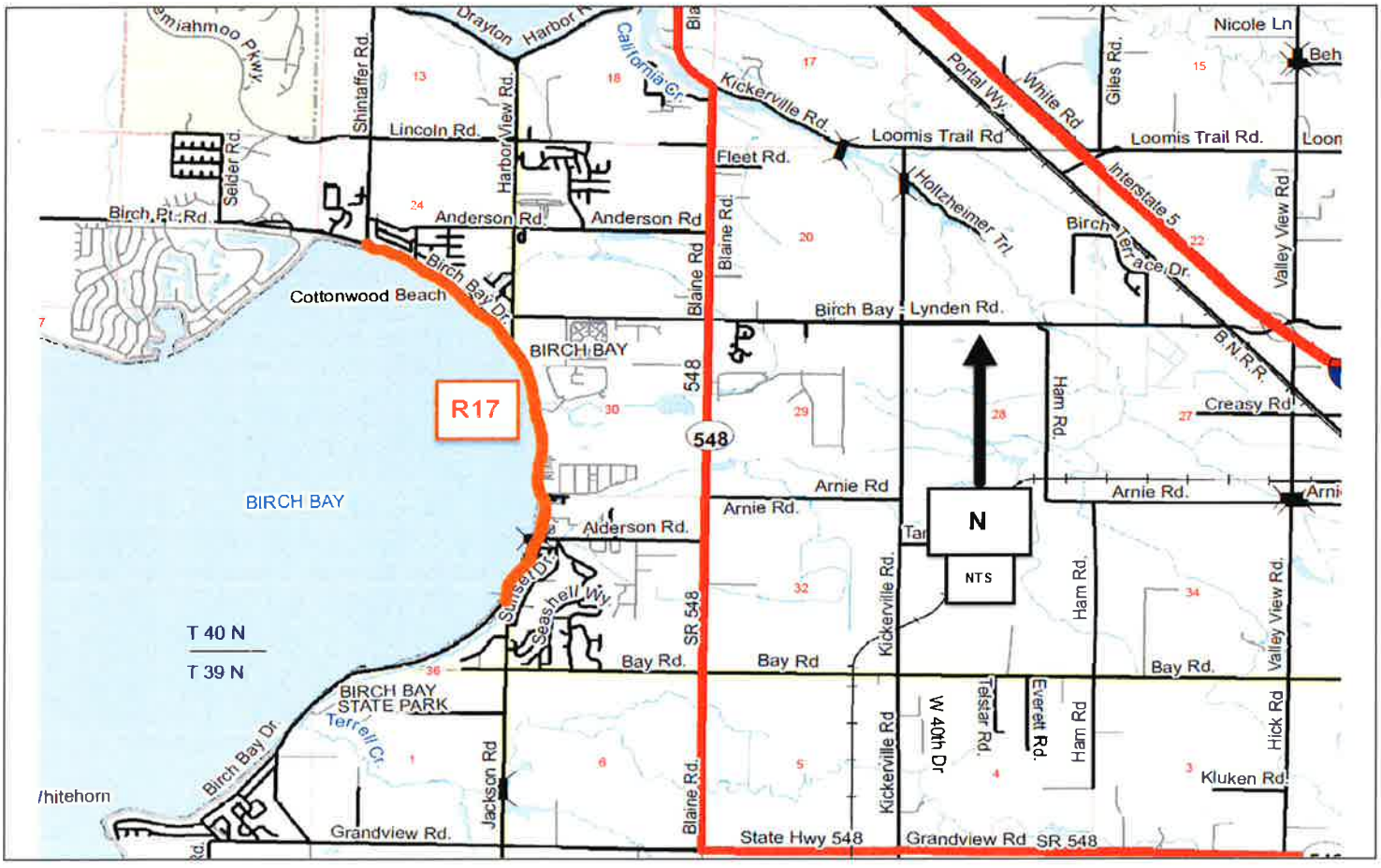
Project Narrative:
This project is located in Sections 24, 30, and 31 of T40N, R1E. The work involves pavement rehabilitation of approximately 2.5 miles of roadway through a grind/repave operation. This project is listed **#R17** on the 2019-2024 Six-Year Transportation Improvement Program.

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

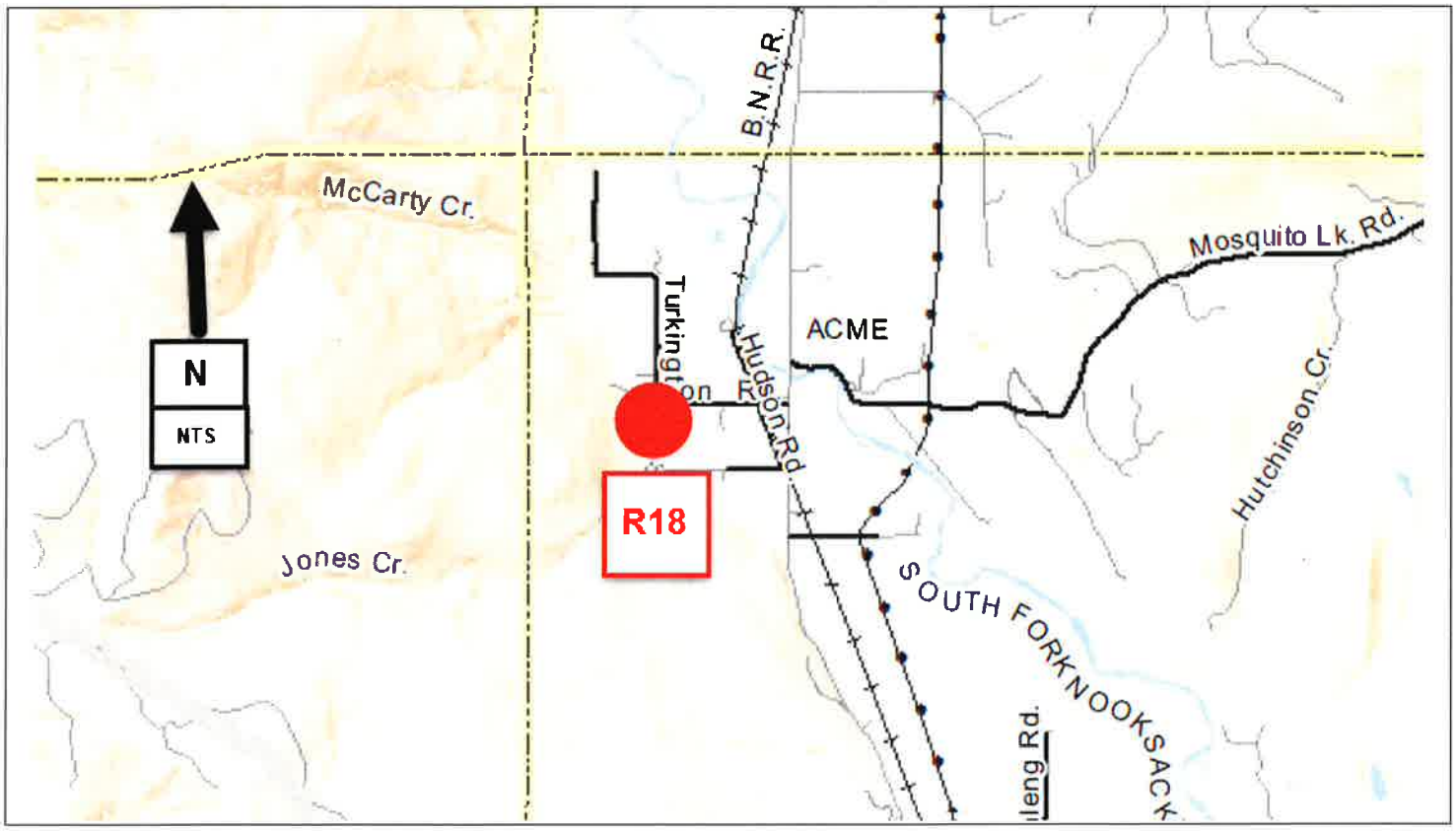
Project Narrative:
This project is located in Sections 6 & 7, T37N, R5E. This work involves completing design of road and bridge modifications in this area in coordination with a debris flow berm project being developed by the River and Flood Division. The project is listed **#R18** on the 2019-2024 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

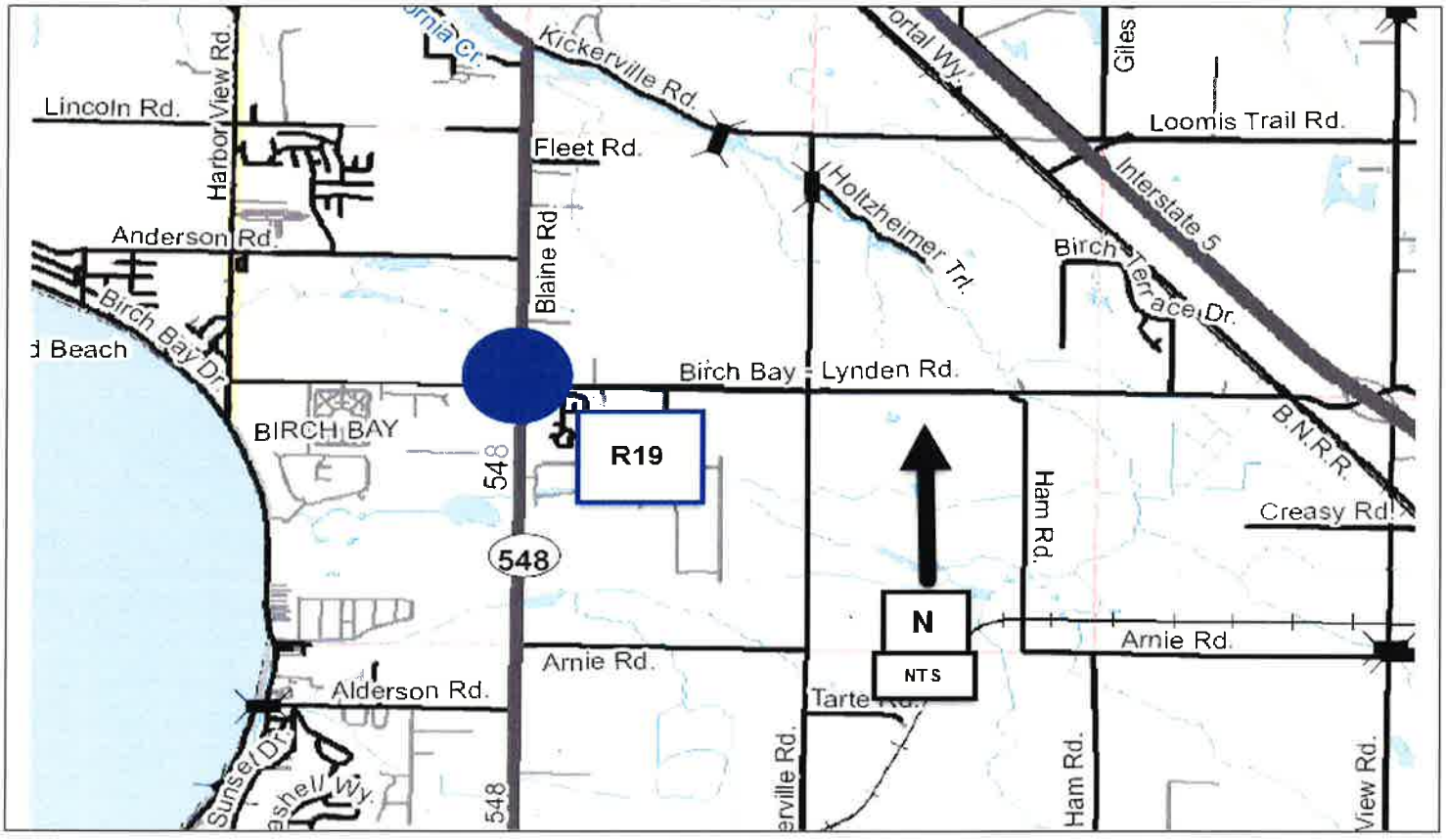
Project Narrative:
This project is located 4.6 miles south of Blaine, at the corners common to Sections 19, 20, 29, and 30, T40N, R1E. Intersection improvements being considered are a roundabout or a signal. This is a joint project with the Washington State Department of Transportation; however, it is 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.

Total Estimated Project Cost:	$4,000,000
Expenditures to Date:	$0

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

Funding Sources:	
Federal	$0
State	$0
Local	$5,000

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.

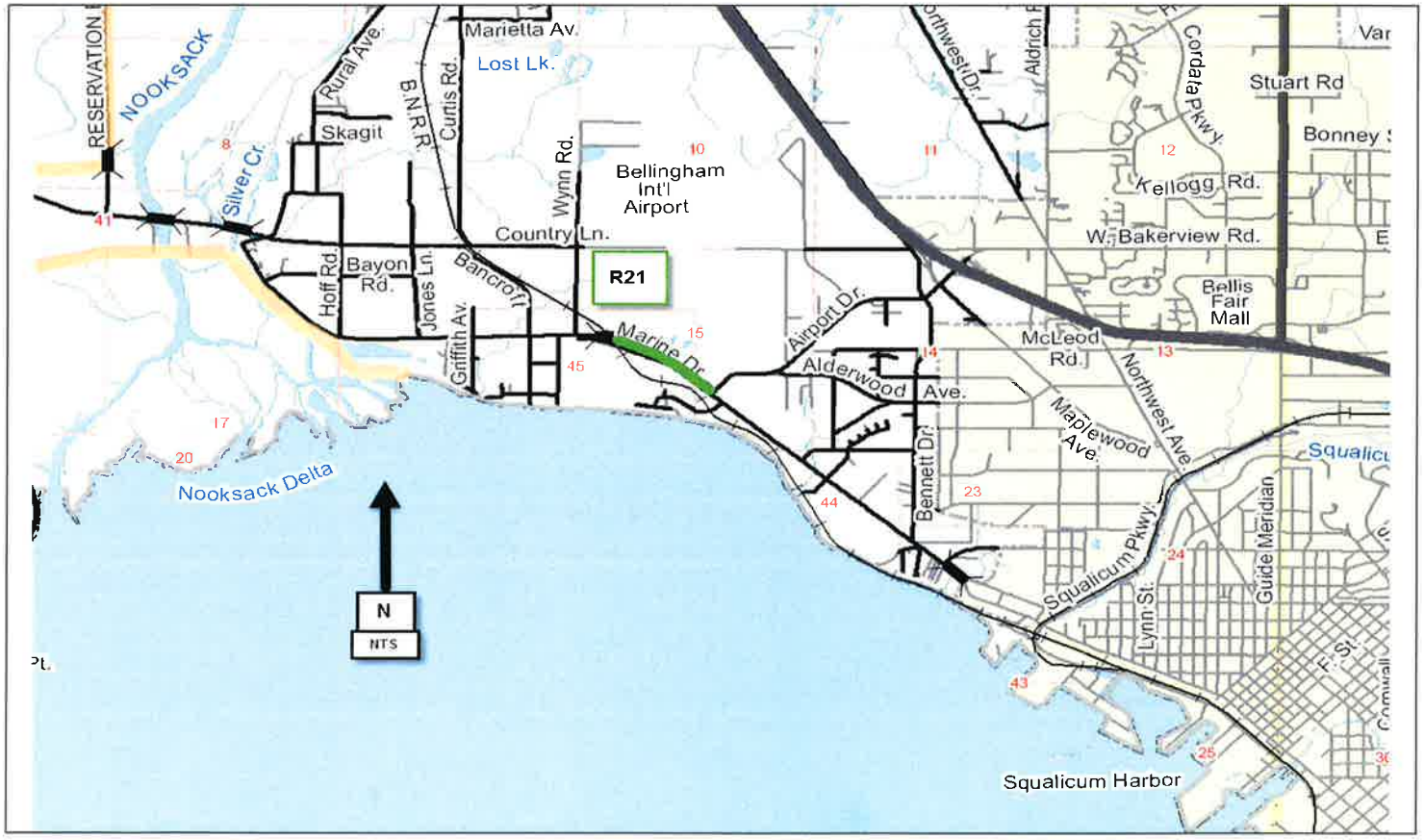
Project Status:
Design, permitting, R/W and construction time frames would be contingent on availability of addition grant monies to fund the project.

Total Estimated Project Cost: TBD

Expenditures to Date: $0

Funding Sources:	
Federal	$0
State	$0
Local	$5,000

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

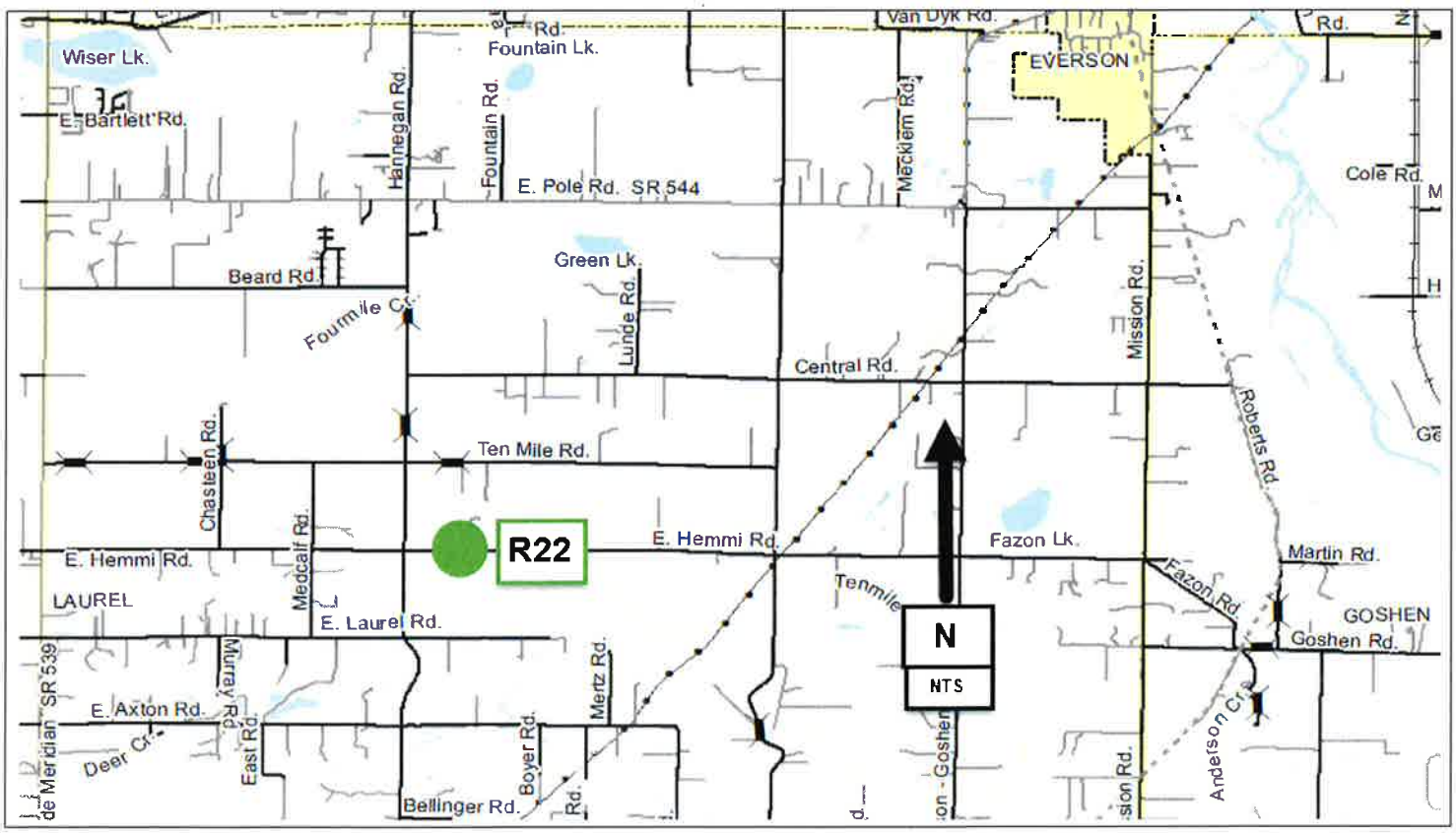
Project Narrative:
This Hemmi Road Flood Mitigation project is located on Hemmi Road approximately a half mile east of Hannegan Road, located in Section 16 and 21 of T39N, R3E. Hemmi Road is submerged several months of the year at this location. Project work will include raising this portion of the road, 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

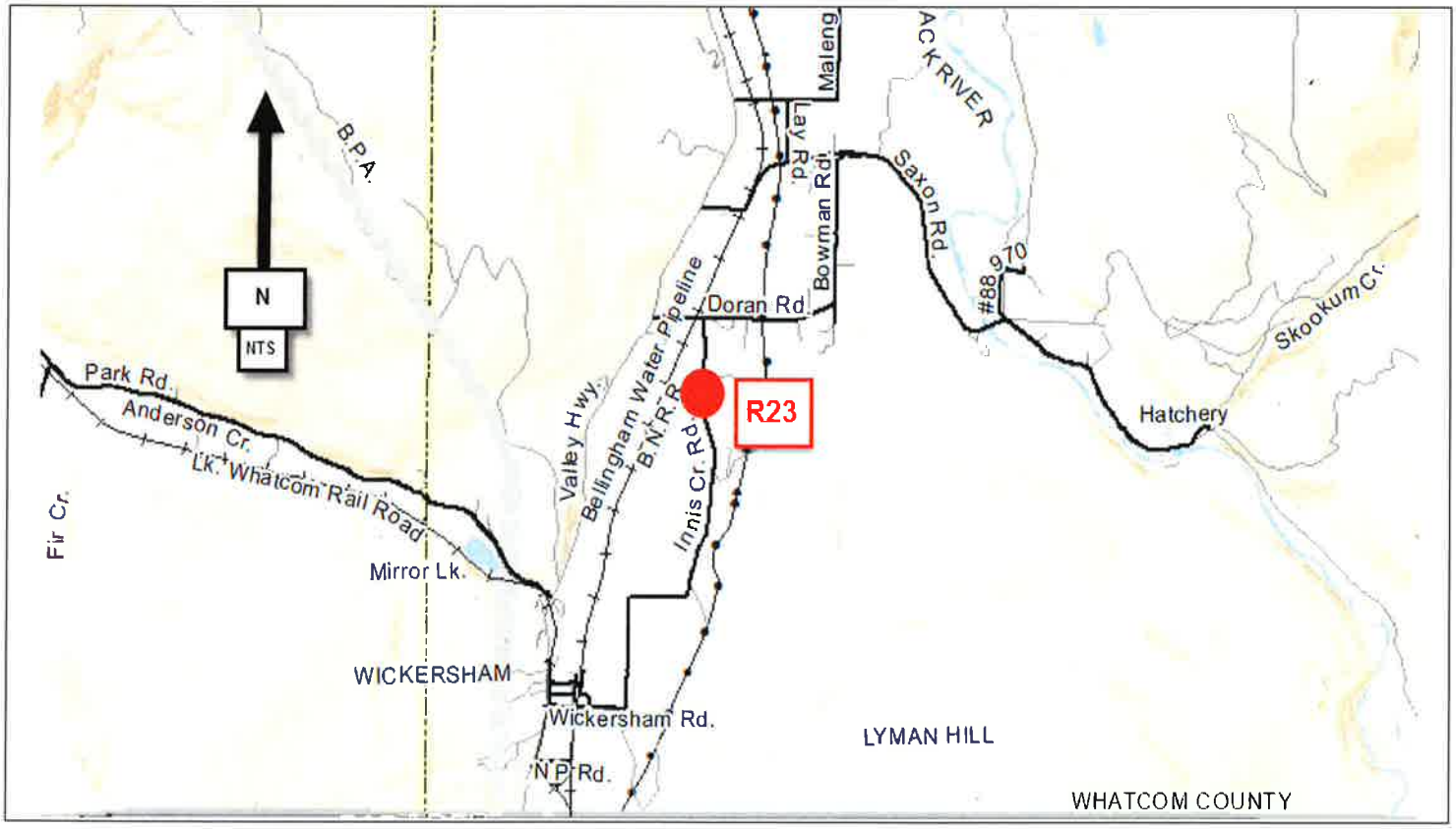
Project Narrative:
This project is located northeast of Wickersham in Section 29, T37N, R5E. The work involves raising a quarter mile section of Innis Creek Road to mitigate flooding issues. This project is listed **#R23** on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Preliminary design and permitting work is underway with alternatives and associated costs developed in 2018.

Total Estimated Project Cost:	TBD
Expenditures to Date:	$ 20,000

Funding Sources:	
Federal	$0
State	$0
Local	$15,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Larrabee Road Flood Prevention
CRP # 914003

Construction Funding Year(s):	TBD

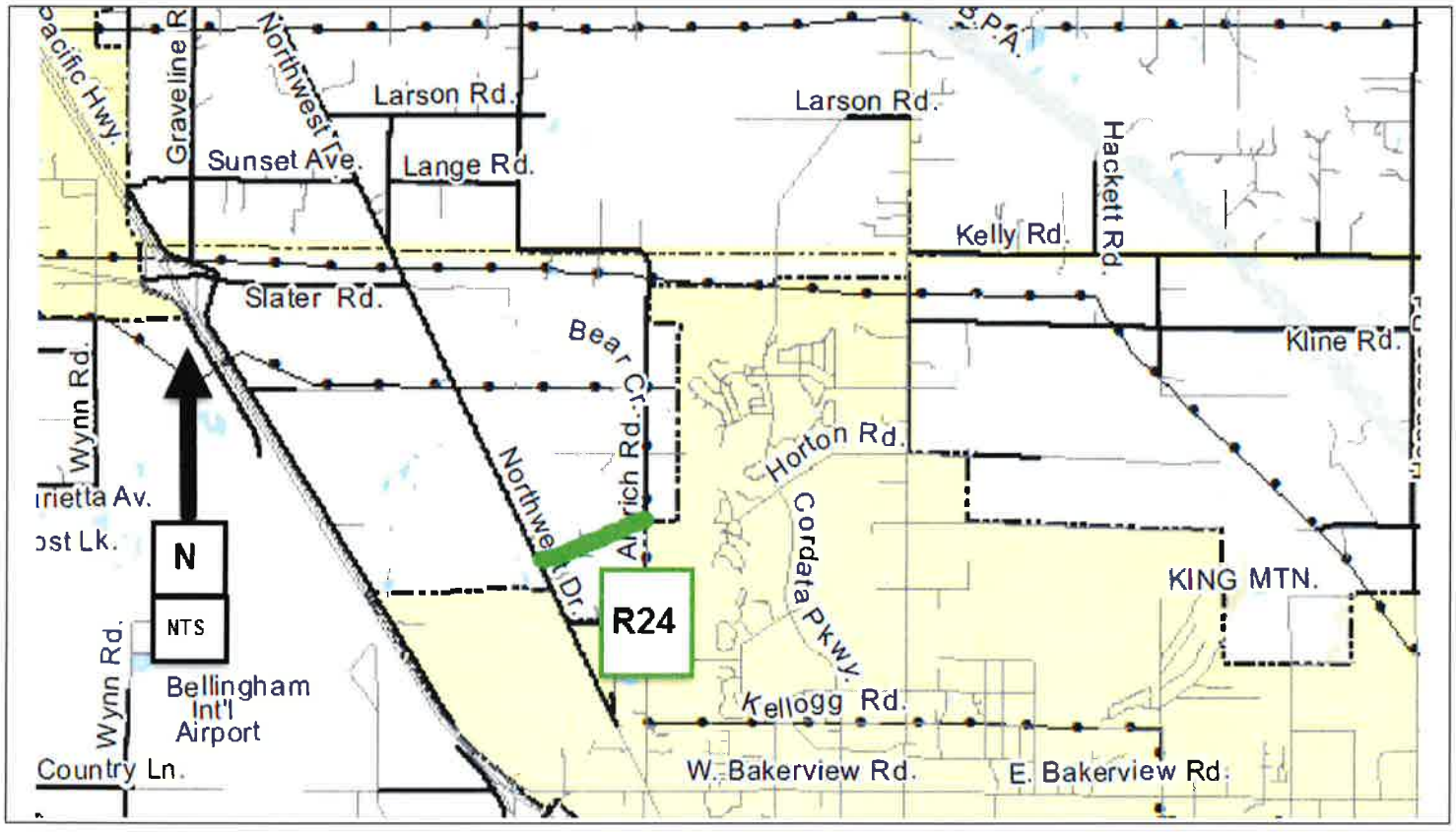
Project Narrative:
This project is located near the Bellingham city limits in Section 11, T38N, R2E. This is a project to provide fish passage, restore habitat, and reduce chronic flooding along a tributary to Bear Creek. This project is listed **#R24** on the 2019-2024 Six-Year Transportation Improvement 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:	
Federal	$0
State	$0
Local	$5,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Lakeway Drive Corridor
Preliminary Engineering Study
CRP # Not Assigned

Construction Funding Year(s):	**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.

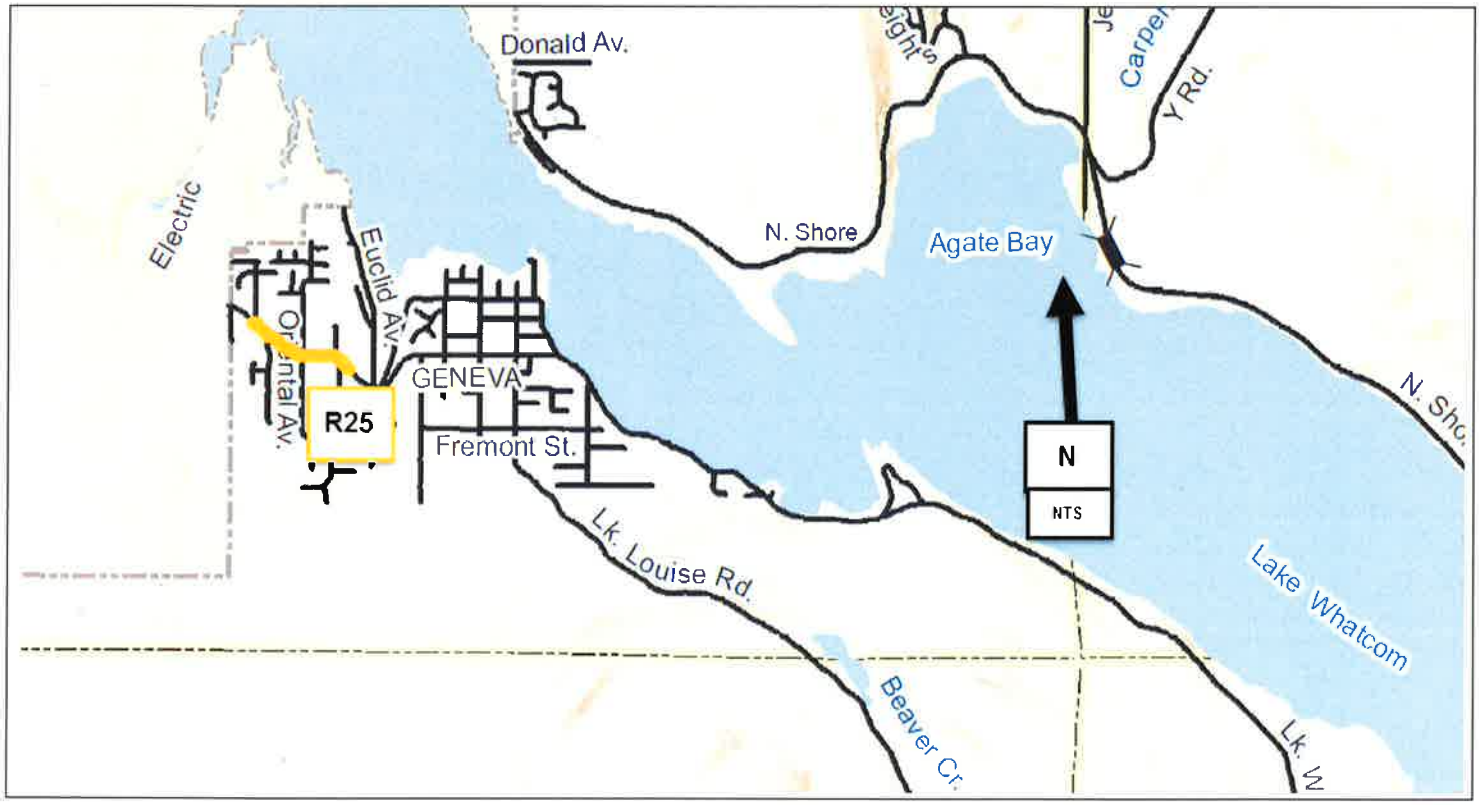
Project Status: Close coordination with the City of Bellingham on their channelization plans and associated construction activities will drive the preliminary engineering efforts in the County.

Total Estimated Project Cost: TBD

Expenditures to Date: $0

Funding Sources:	
Federal	$0
State	$0
Local	$5,000

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.

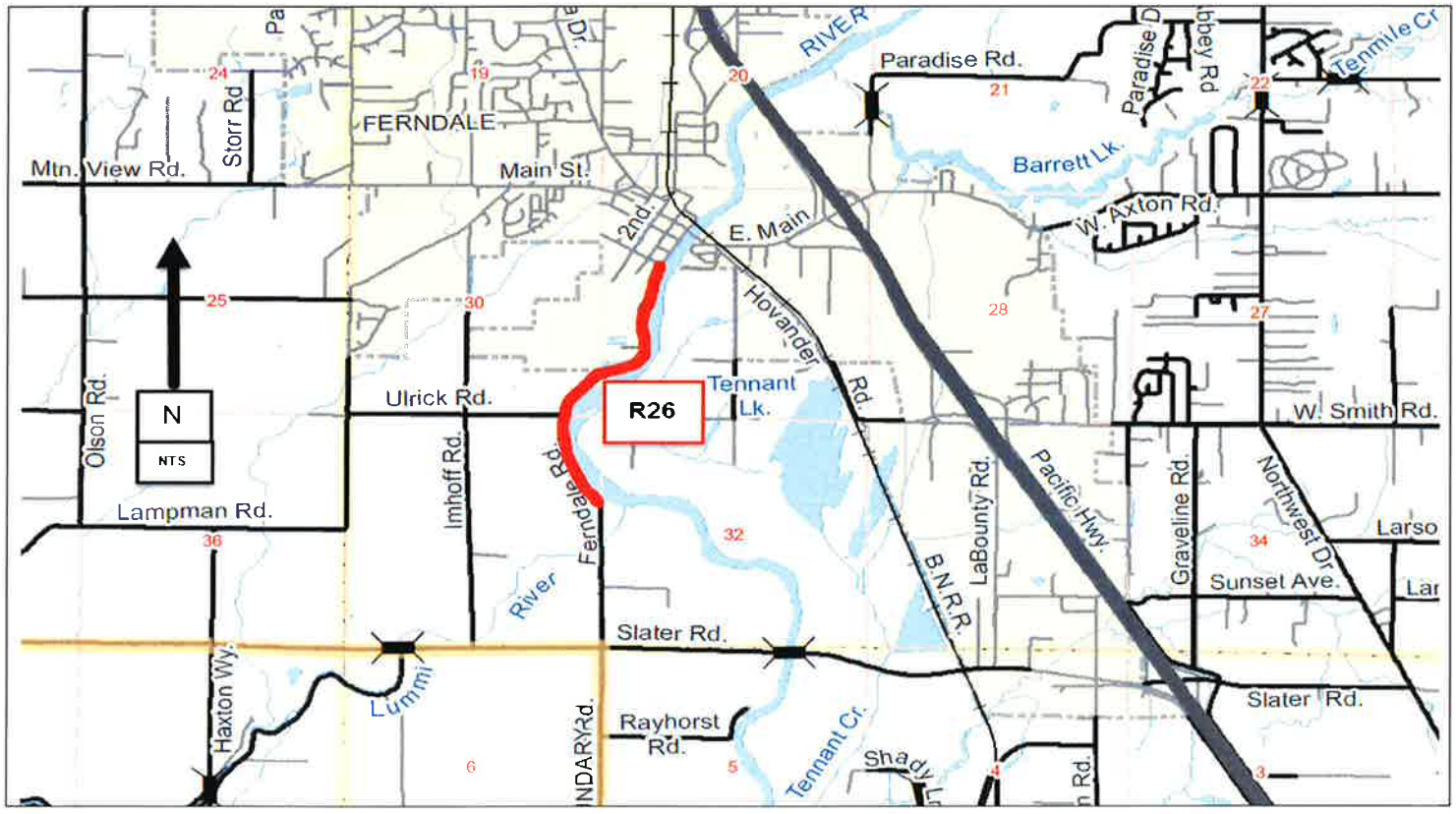
Project Status: Due to the high cost, outside funding will be sought. The WCFCZD will pursue funding through the Floodplains by Design grant program administered by the DOE.

Total Estimated Project Cost: $7,000,000

Expenditures to Date: $0

Funding Sources:	
Federal	$
State	$
Local	$50,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



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.

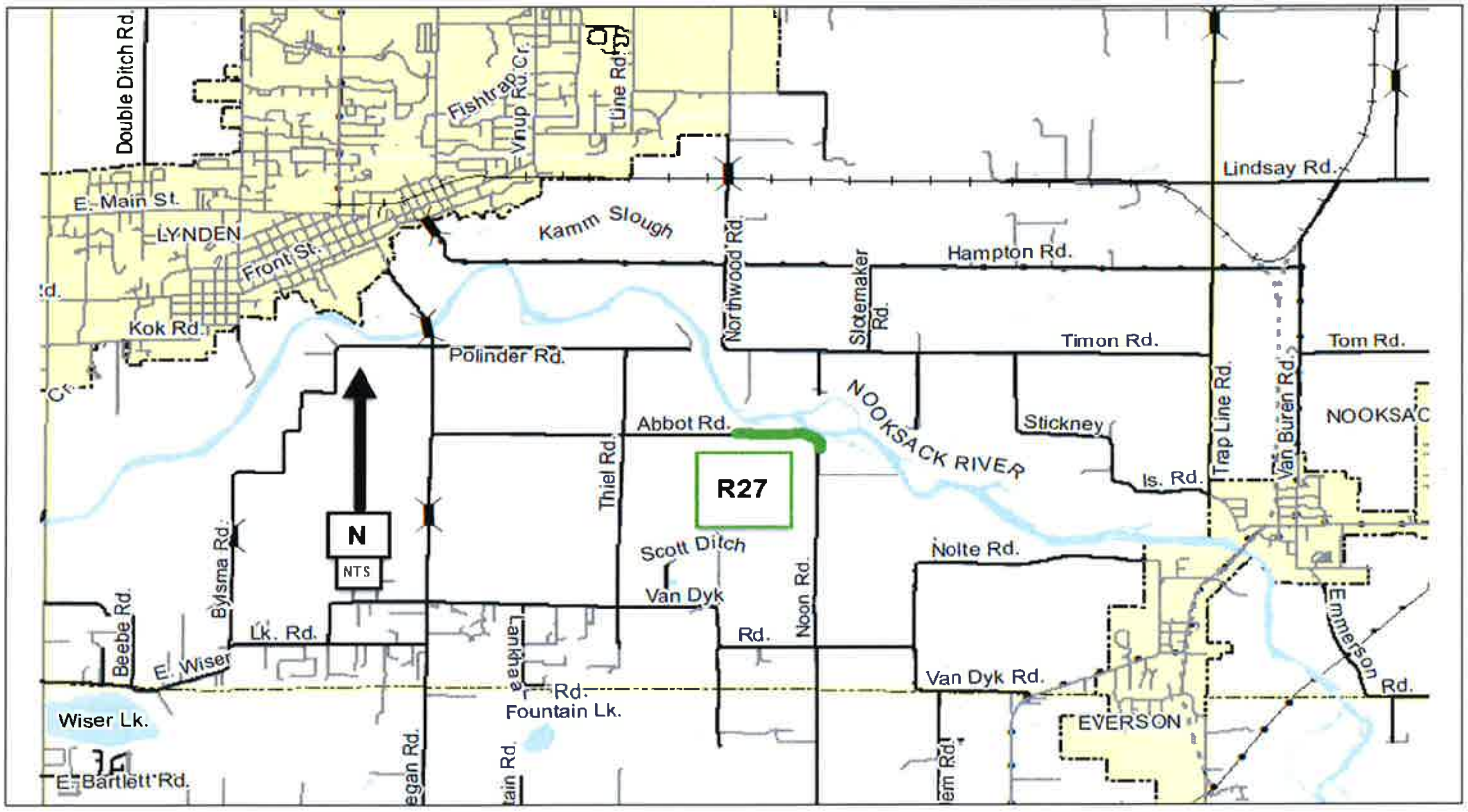
Project Status: The funding sources will likely include the County Road fund, the WCFCZD and the LE Subzone.

Total Estimated Project Cost: $600,000

Expenditures to Date: $0

Funding Sources:	
Federal	$
State	$
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**

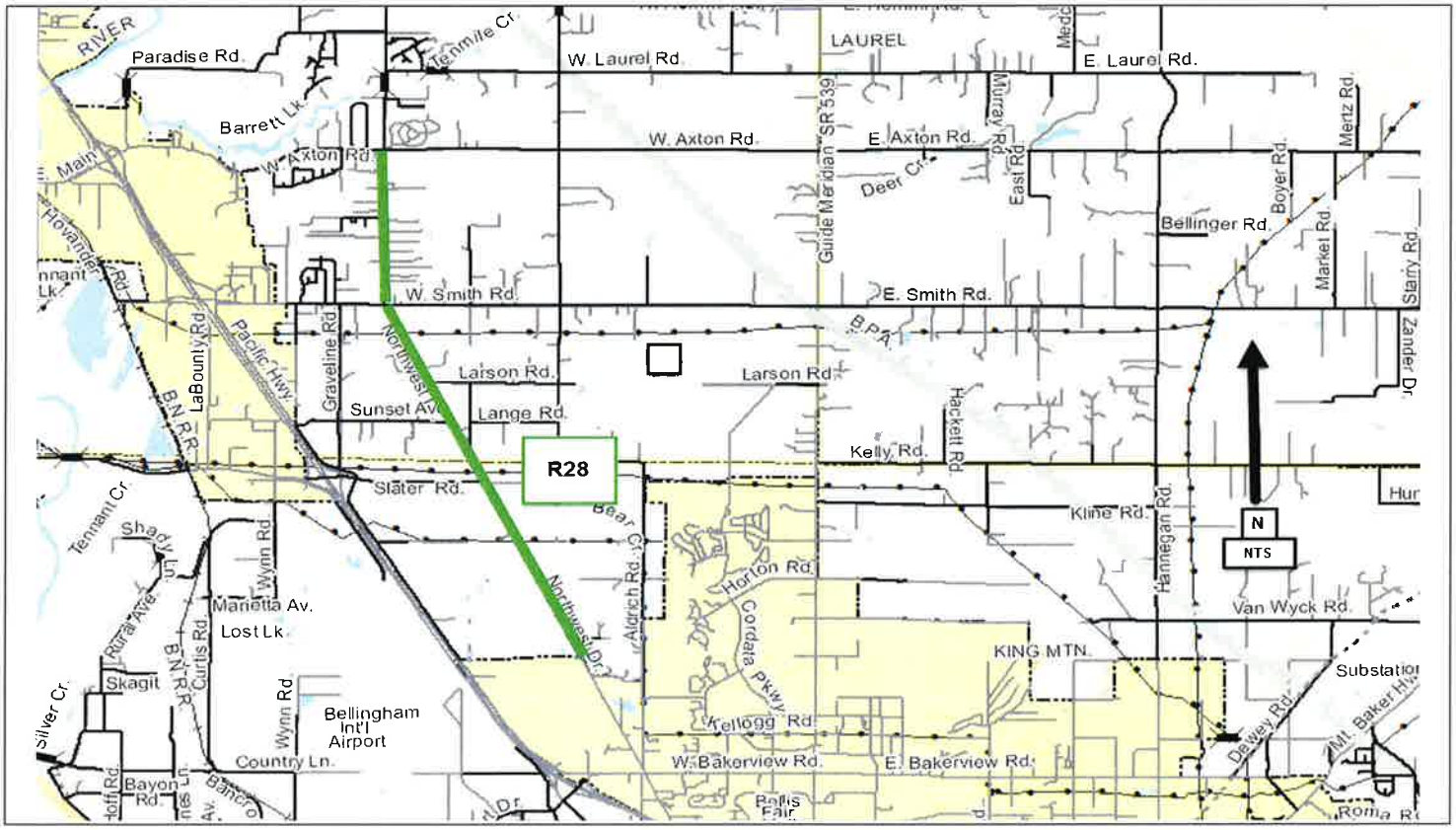
Project Narrative:
This project is located between the City Limits of Bellingham and Axton Road in Sections 2, 11, 26, & 35 of T38N & T39N, R2E. The work will involve a structural overlay of 3.45 miles of roadway, along with other minor improvements. This project is listed **#R28** on the 2019-2024 Six-Year 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	$
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**

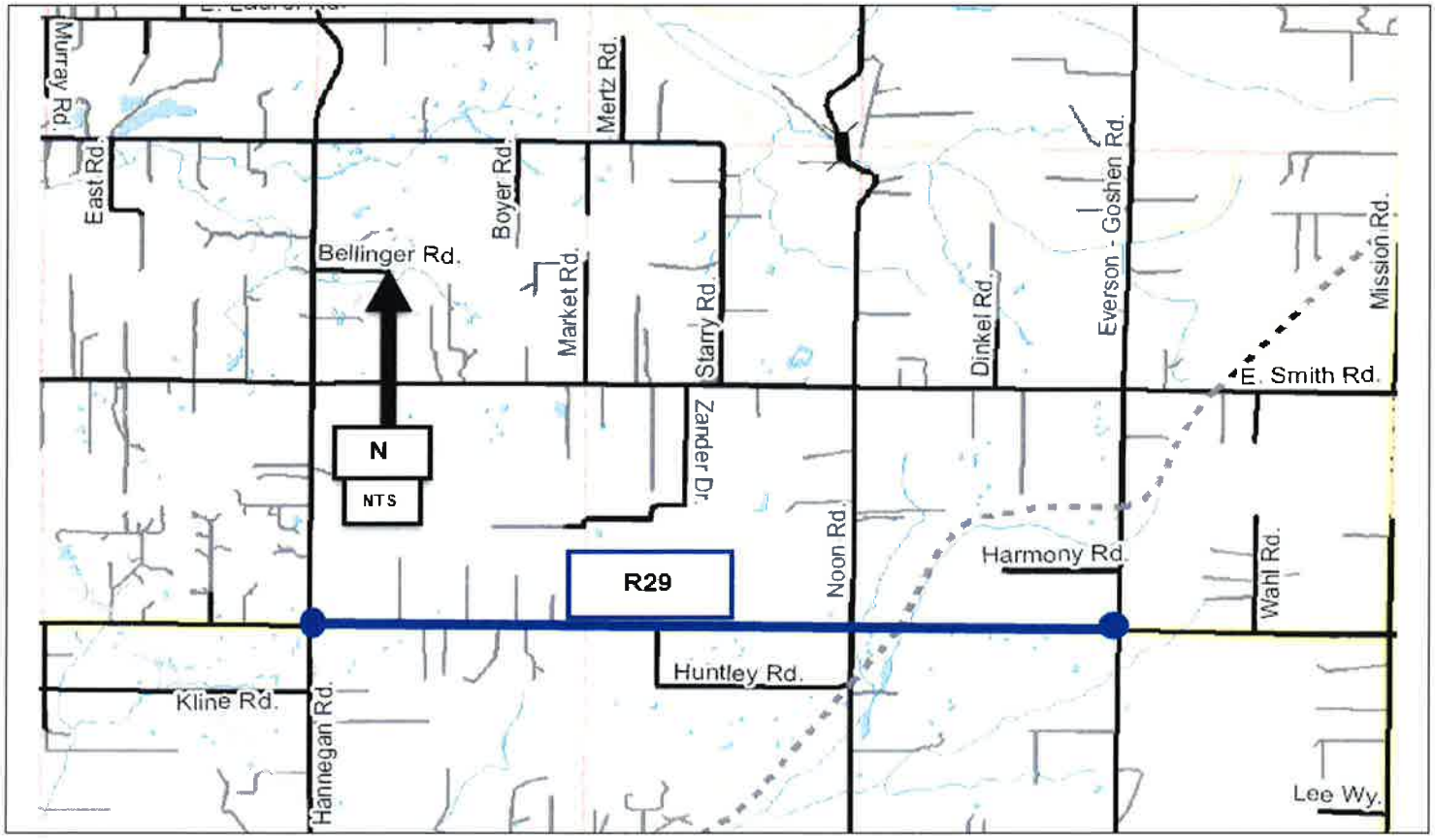
Project Narrative:
This East Smith Road project is located between Hannegan Road and Everson-Goshen Road in Sections 26, 27, 28 of T39N, R3E. The work will involve the pavement rehabilitation of approximately 3 miles of roadway. This project is listed **#R29** on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Project submitted for Rural Arterial Preservation Program (RAPP) grant funds.

Total Estimated Project Cost:	$
Expenditures to Date:	$0

Funding Sources:	
Federal	$0
State	$0
Local	$5,000

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**

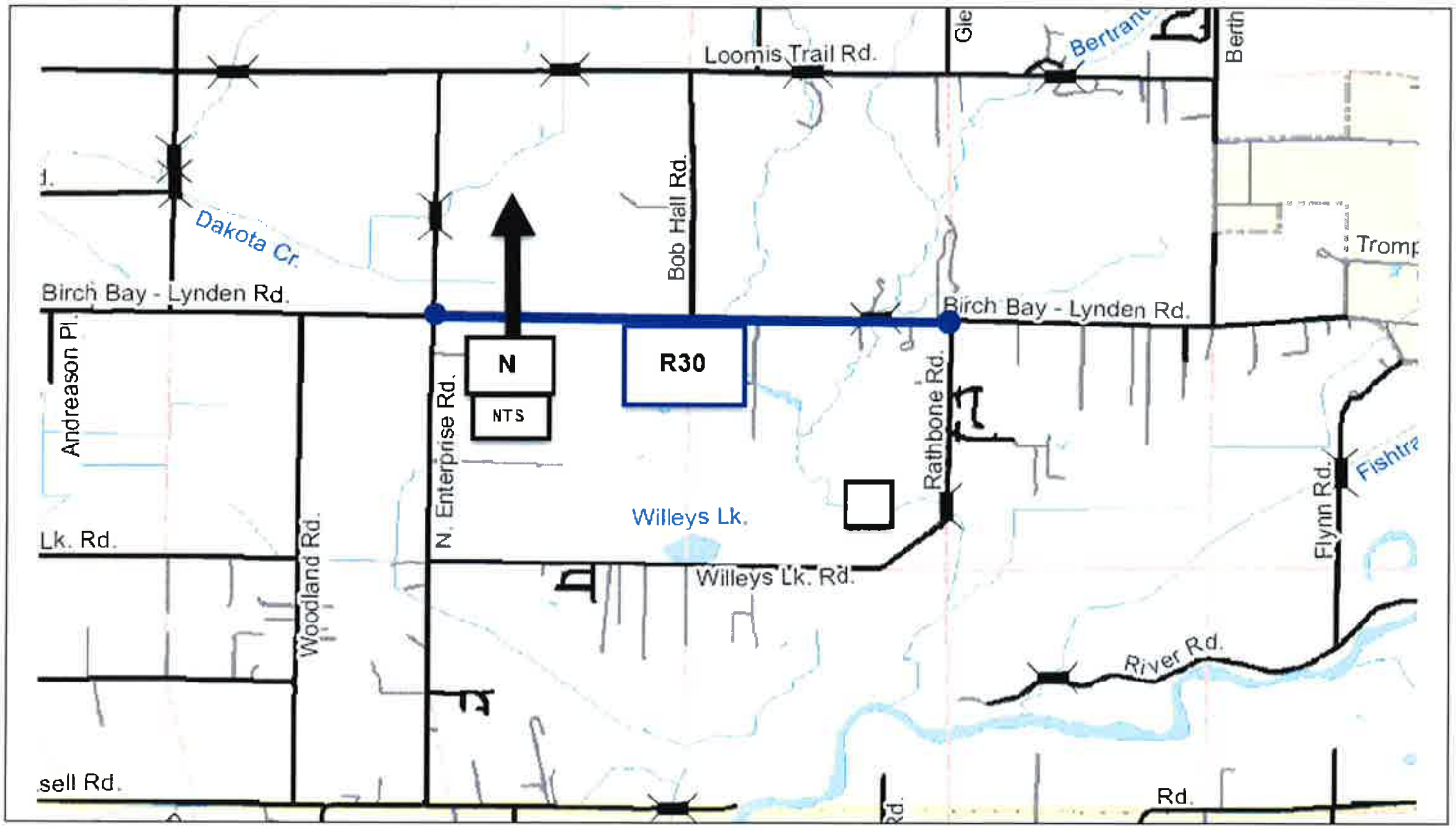
Project Narrative:
This Birch Bay Lynden Road project is located between Enterprise Road and Rathbone Road in Sections 27 & 28 of T40N, R2E. The work will involve the pavement rehabilitation of approximately 2 miles of roadway. This project is listed **#R30** on the 2019-2024 Six-Year Transportation Improvement Program.

Project Status: Project submitted for Rural Arterial Preservation Program (RAPP) grant funds.

Total Estimated Project Cost:	$
Expenditures to Date:	$0

Funding Sources:	
Federal	$0
State	$0
Local	$5,000

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.

Total Estimated Project Cost:	$250,000
Expenditures to Date:	$0

Funding Sources:	
Federal	$0
State	$0
Local	$250,000

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.

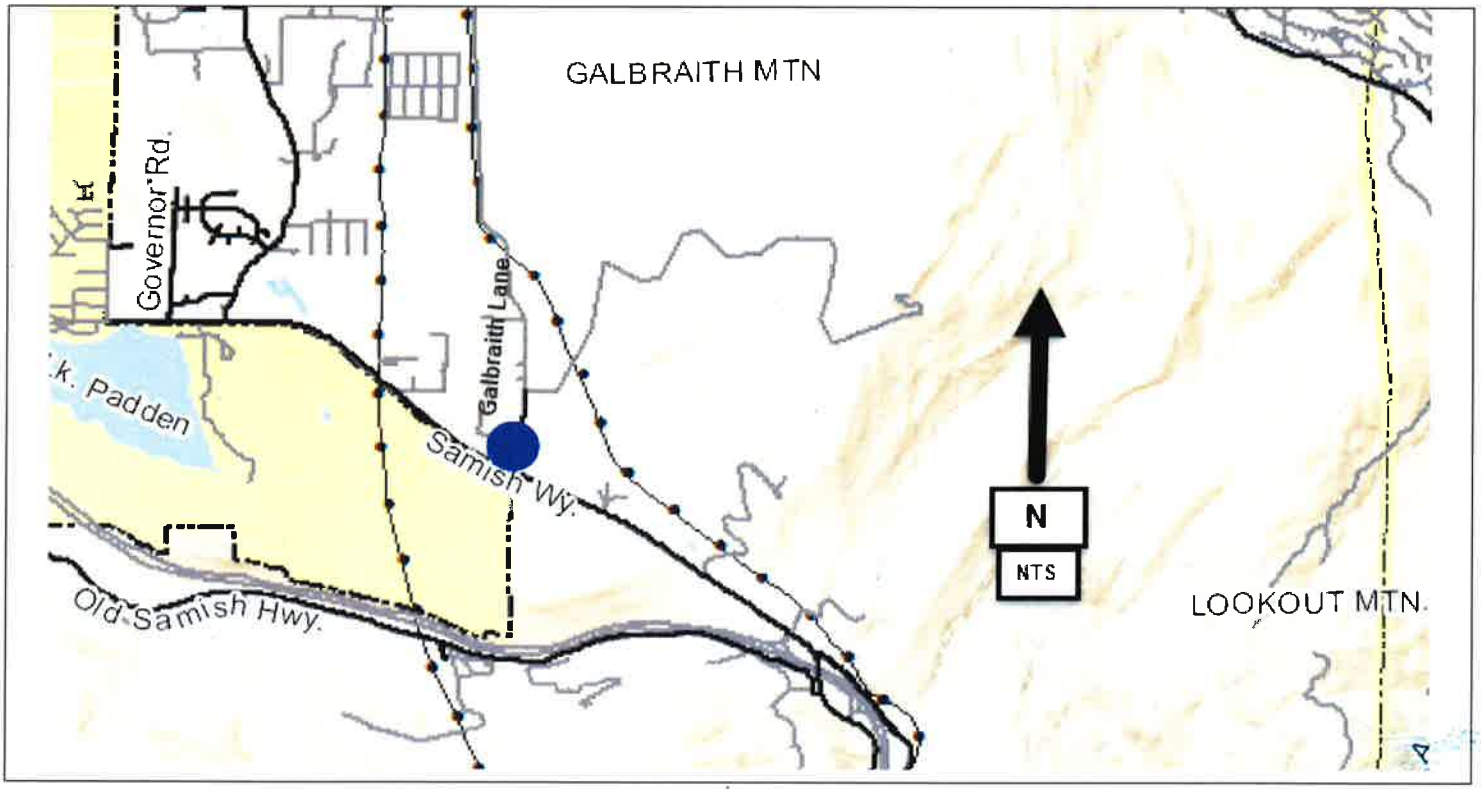
Project Status:
Project to coordianate with City of Bellingham proposed construction of a parking lot on southside of Samish Way at Galbraith Lane.

Total Estimated Project Cost: $ TBD

Expenditures to Date: - 0 -

Funding Sources:	
Federal	$0
State	$0
Local	$50,000

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.

Total Estimated Project Cost:	**TBD**
Expenditures to Date:	$0

Funding Sources:	
Federal	$0
State	$0
Local	$20,000

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

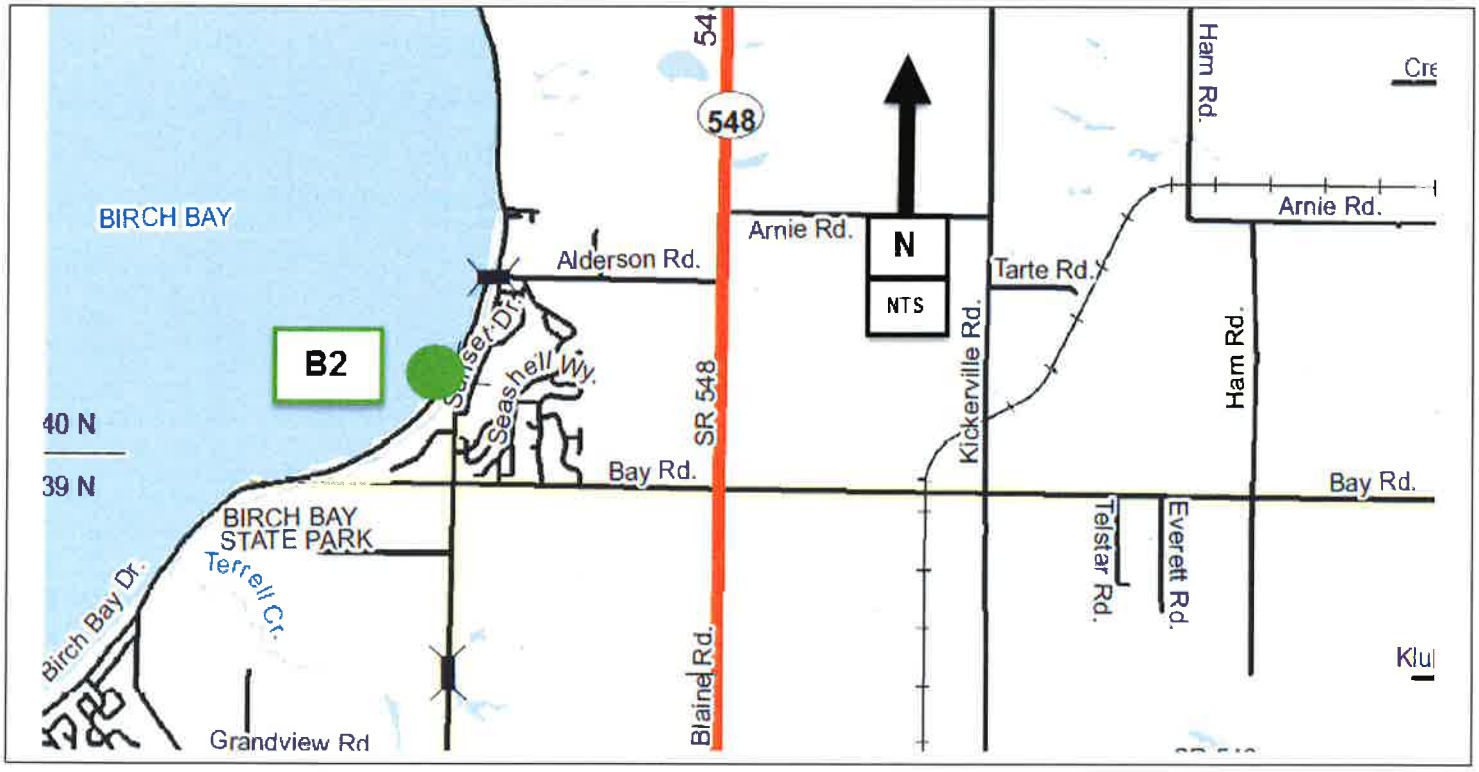
Project Narrative:
This project is located near Birch Bay in Section 31, T40N, R1W. This is a project to replace the existing 62-foot structurally deficient bridge. This project is listed **#B2** on the 2019-2024 Six Year Transportation Improvement Program.

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.

Total Estimated Project Cost:	$ TBD
Expenditures to Date:	$ 0

Funding Sources:	
Federal	$TBD
State	$TBD
Local	$220,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Mosquito Lake Road / Porter Creek - Bridge No. 141 Replacement
CRP # Not Assigned

Construction Funding Year(s):	TBD

Project Narrative:
This project is located south of Welcome in Section 11, T38N, R5E. This is a project to replace the existing 31-foot bridge in order to mitigate ongoing scour and debris issues. This project also affords an opportunity to address geometric issues that arose from the emergency realignment of Mosquito Lake Road in 2004. This project is listed #**B3** on the 2019-2024 Six Year Transportation Improvement Program.

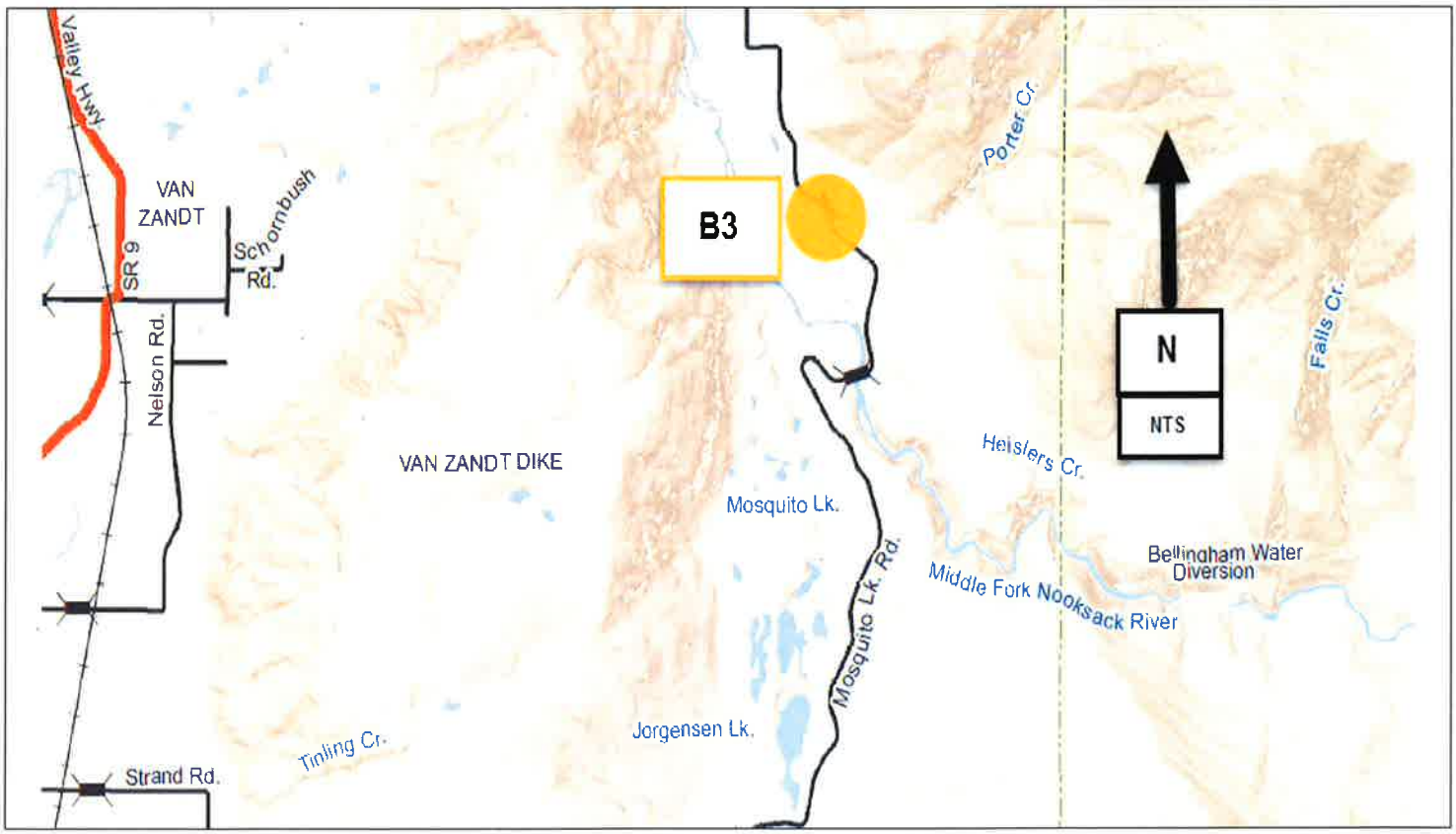
Project Status:
Preliminary design and permitting to begin in 2021.

Total Estimated Project Cost: TBD

Expenditures to Date: $ 0

Funding Sources:	
Federal	$0
State	$0
Local	$5,000

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

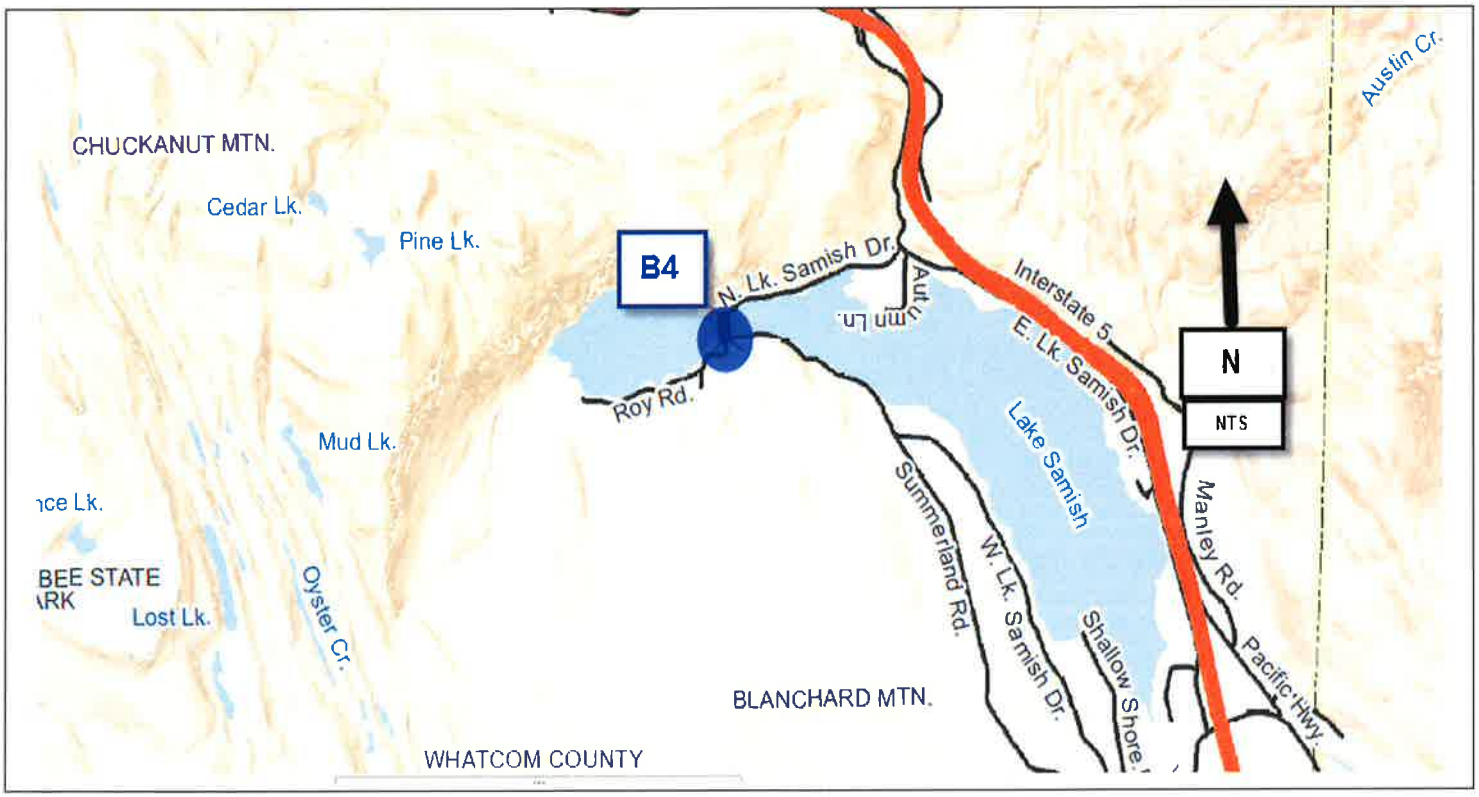
Project Narrative:
This project is located on Lake Samish in Section 27, T37N, R3E. This project will replace the existing 250-foot timber bridge which is structurally deficient. This project is listed **#B4** on the 2019-2024 Six-Year Transportation Improvement Program.

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:	
Federal	$0
State	$0
Local	$700,000

Environmental Permitting	TBD
Right-of-Way Acquisition	TBD
County Forces	TBD



Hannegan Road Bridge No. 236 Replacement
CRP # 913007

Construction Funding Year(s): 2018

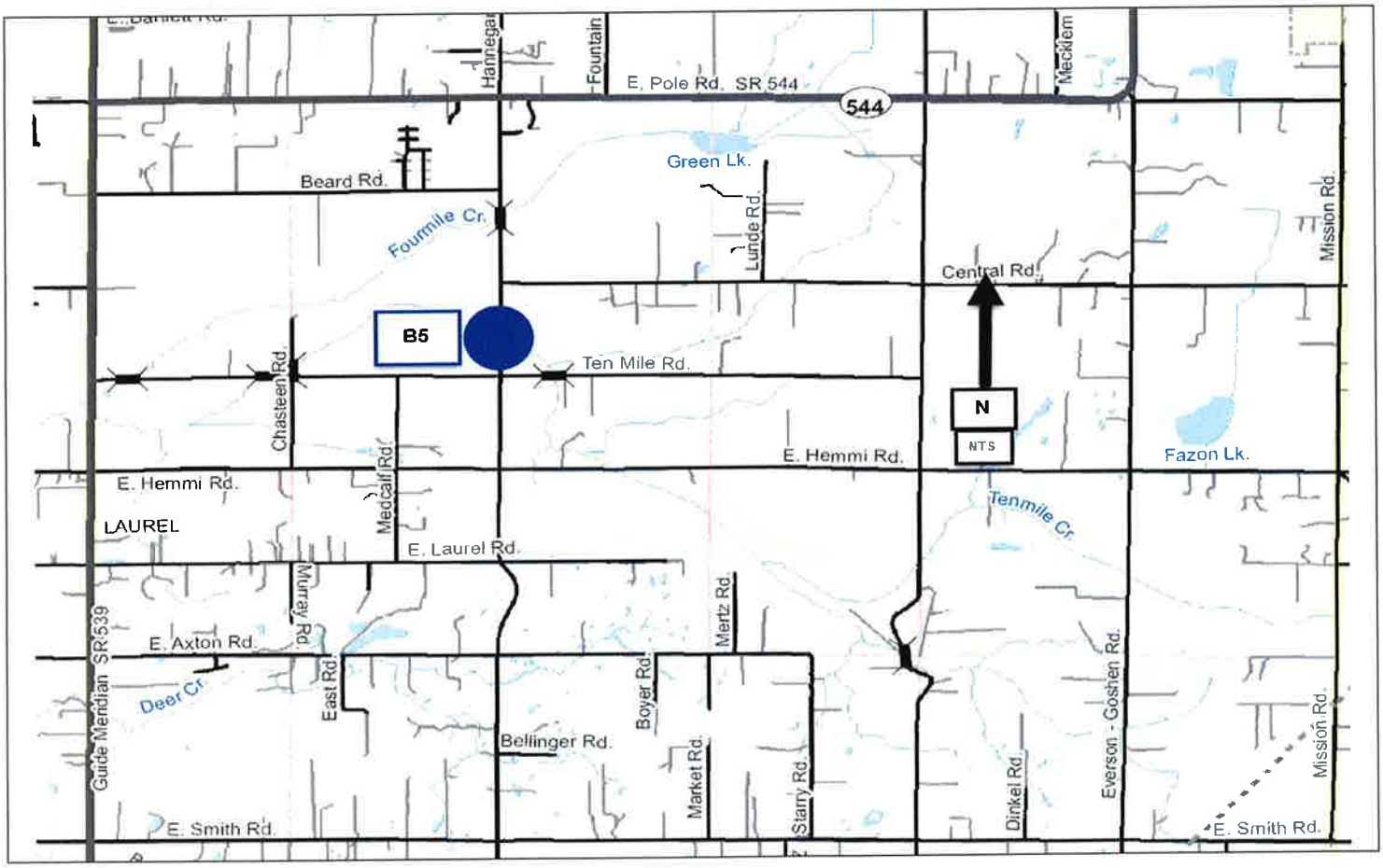
Project Narrative:
This project is located on Hannegan Road between Central and Ten Mile Roads in Section 16, T39N, R3E. This is a project to replace the last 31-foot channel beam bridge on the Hannegan Road. This old design is not suited for the volume of truck traffic present on the Hannegan Road. 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:	
Federal	$950,000 (STP)
State	$0
Local	$820,000

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**

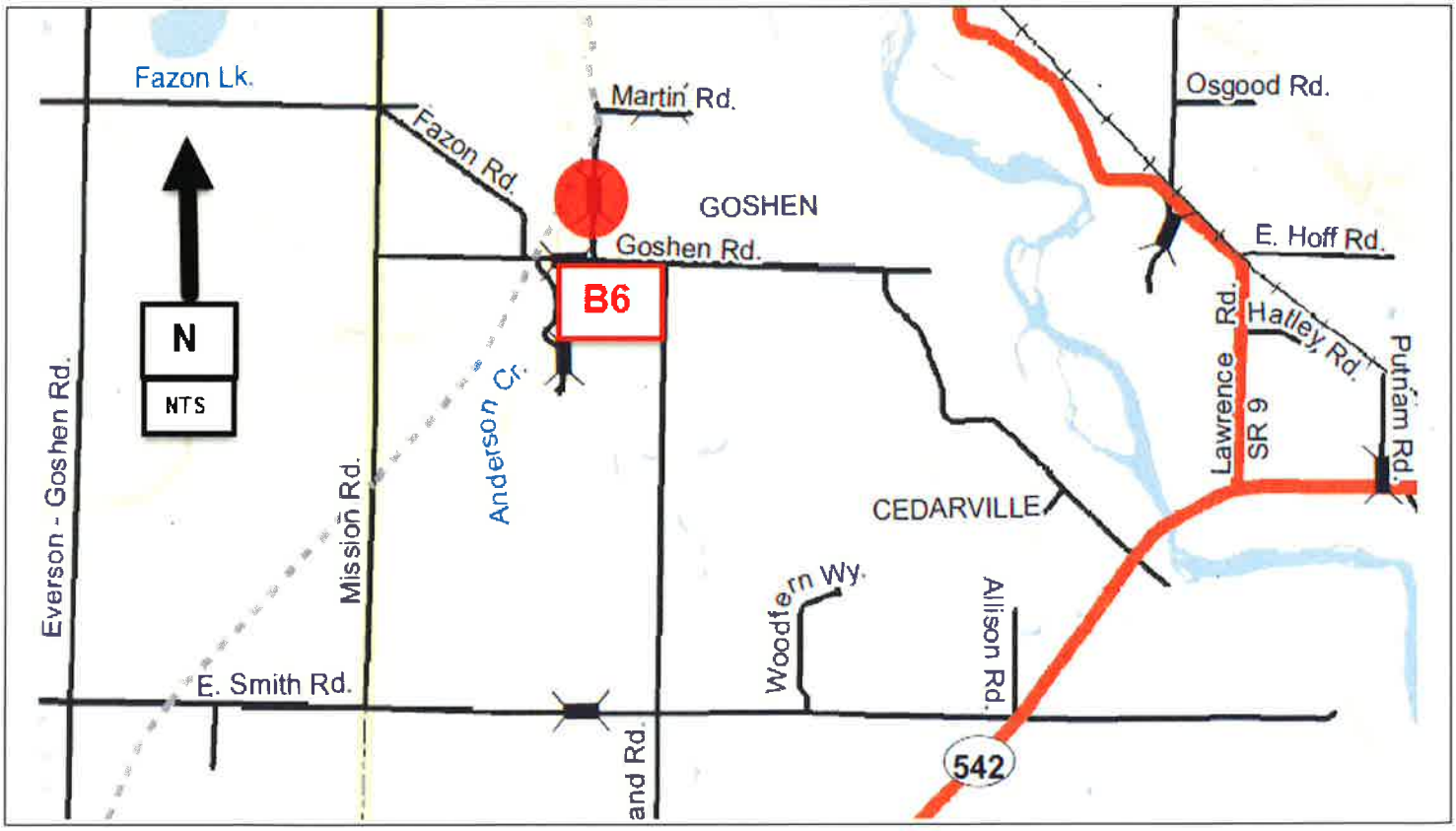
Project Narrative:
This project is located west of Deming in Section 19, T39N, R4E. This project will replace the existing 69-foot bridge, which is structurally deficient with a new reinforced concrete bridge. This project is listed **#B6** on the 2019-2024 Six Year Transportation Improvement Program.

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:	
Federal	$1,387,170 (BR)
State	$0
Local	$757,830

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

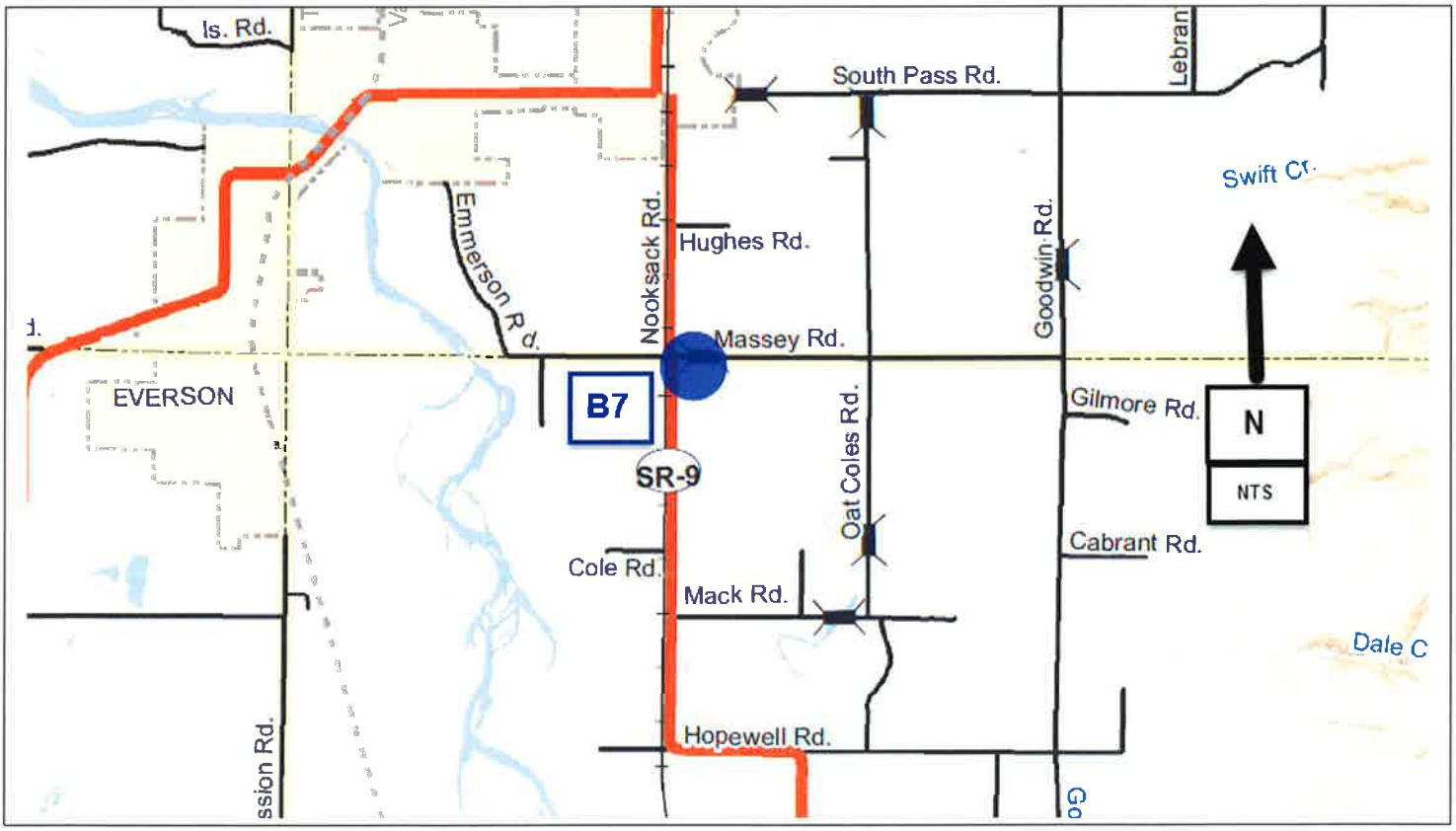
Project Narrative:
This project is located east of Everson in Section 5, T39N, R4E. This project will replace the deck on this structurally deficient bridge. These improvements will remove the structurally deficient designation and load restrictions. This project is listed #**B7** on the 2019-2024 Six-Year 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

Funding Sources:	
Federal	$0
State	$0
Local	$270,000

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**

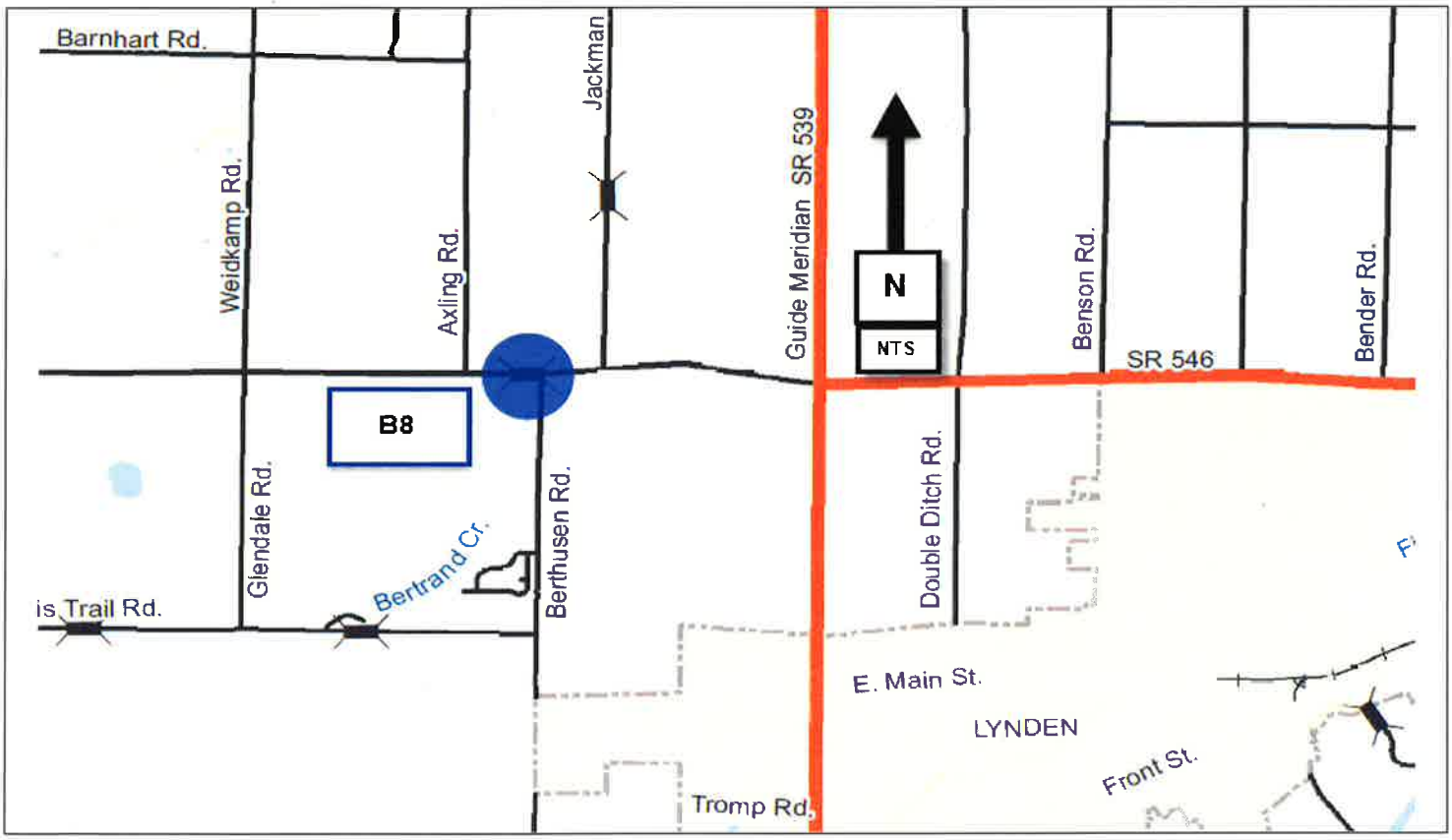
Project Narrative:
This project is located west of Lynden in Section 12 & 14, T40N, R2E. This is to replace this structurally deficient bridge. This project is listed **#B8** on the 2019-2024 Six Year Transportation Improvement Program.

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

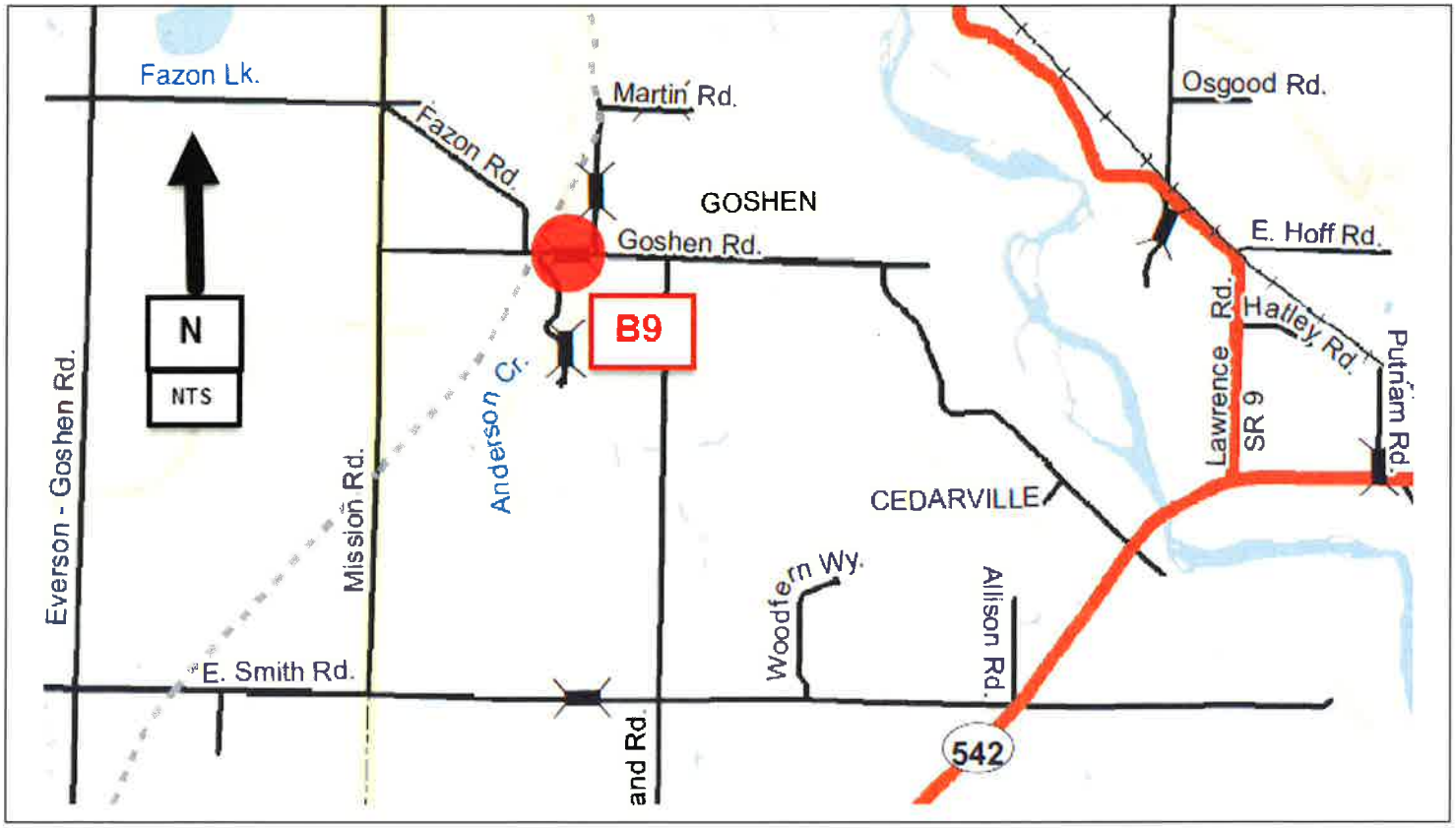
Project Narrative:
This project is located south of Everson/Goshen in Section 19, T39N, R4E. This is a project to replace the existing 62-foot structurally deficient bridge. This project is listed **#B9** on the 2019-2024 Six Year Transportation Improvement Program.

Project Status: Preliminary design and permitting to begin in 2021.

Total Estimated Project Cost:	TBD
Expenditures to Date:	$ 0

Funding Sources:	
Federal	$0
State	$0
Local	$20,000

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.

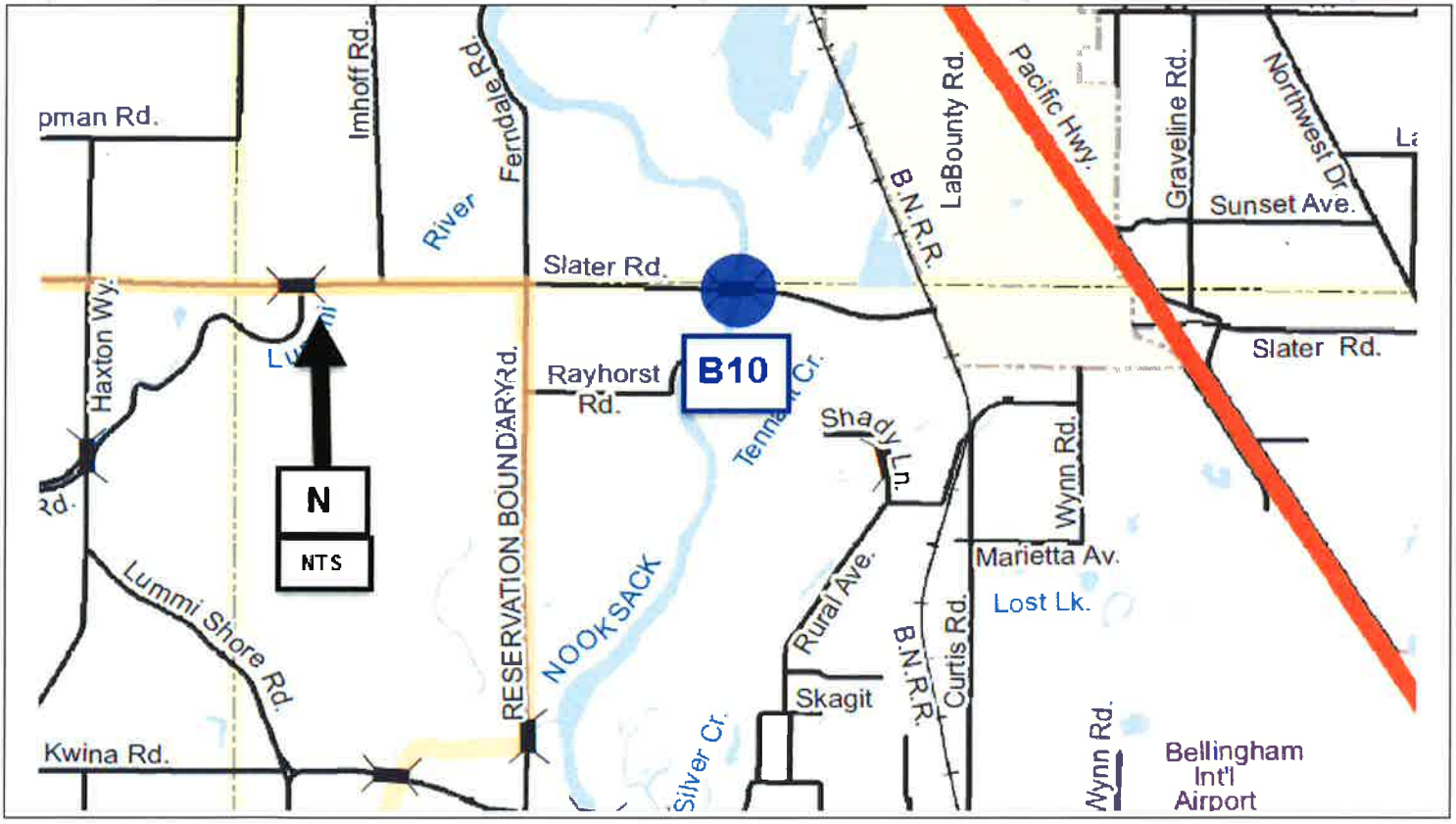
Project Status:
Preliminary design work to begin in 2022.

Total Estimated Project Cost: TBD

Expenditures to Date: $1,500

Funding Sources:	
Federal	$0
State	$0
Local	$20,000

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.

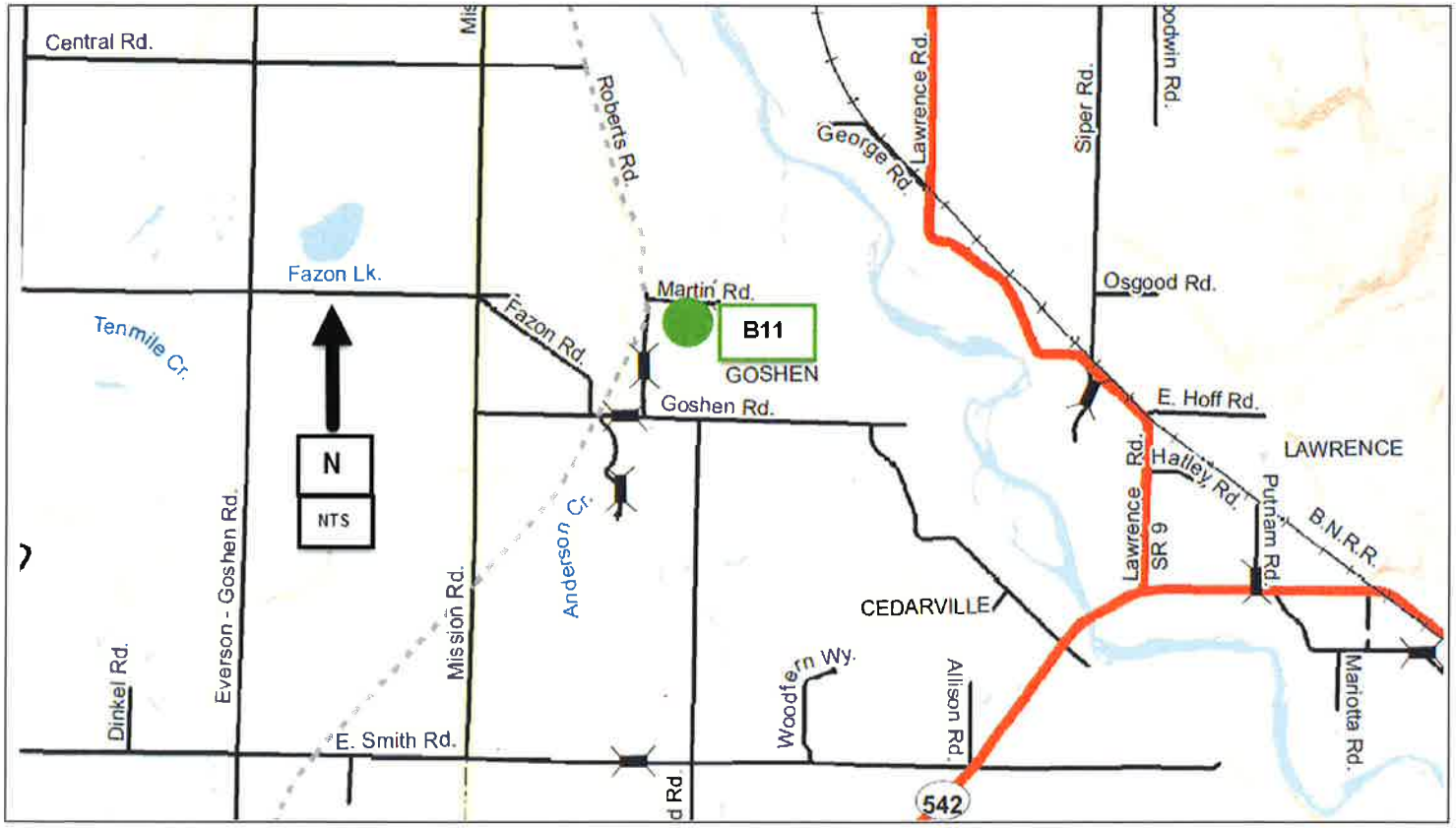
Project Status:
Preliminary design and permitting to begin in 2023.

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

Construction Funding Year(s):	TBD

Project Narrative:
This project is located on Loomis Trail Road in Section 15 & 22, T40N, R2E. This project is to replace the existing 21-foot structurally deficient bridge. This project is listed **#B12** on the 2019-2024 Six-Year Transportation Improvement Program.

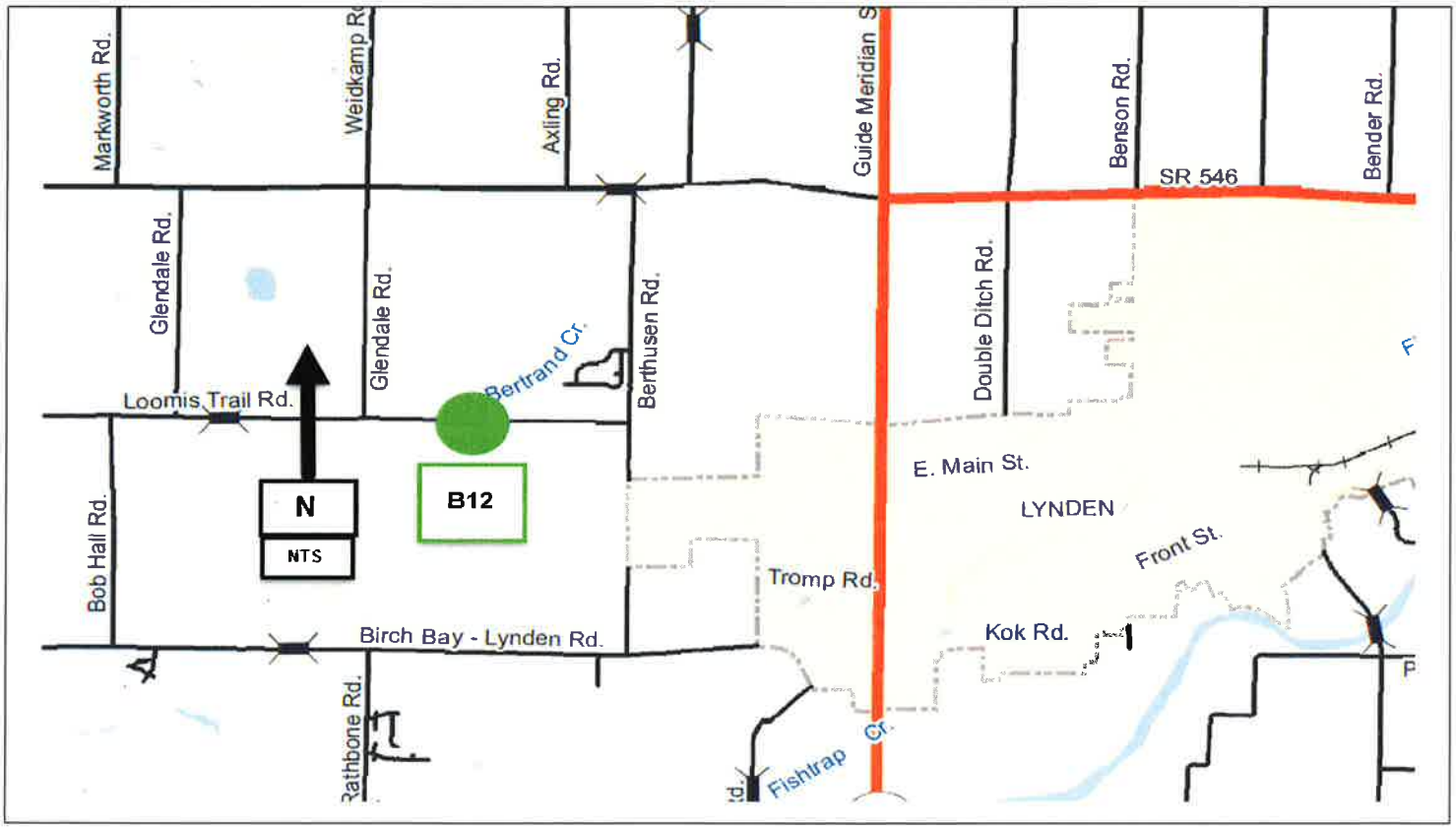
Project Status:
Preliminary design and permitting to begin in 2022.

Total Estimated Project Cost: TBD

Expenditures to Date: $0

Funding Sources:	
Federal	
State	
Local	$5,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



Lenhart Rd/Saar Creek Bridge No. 329
CRP # Not Assigned

Construction Funding Year(s):	TBD

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.

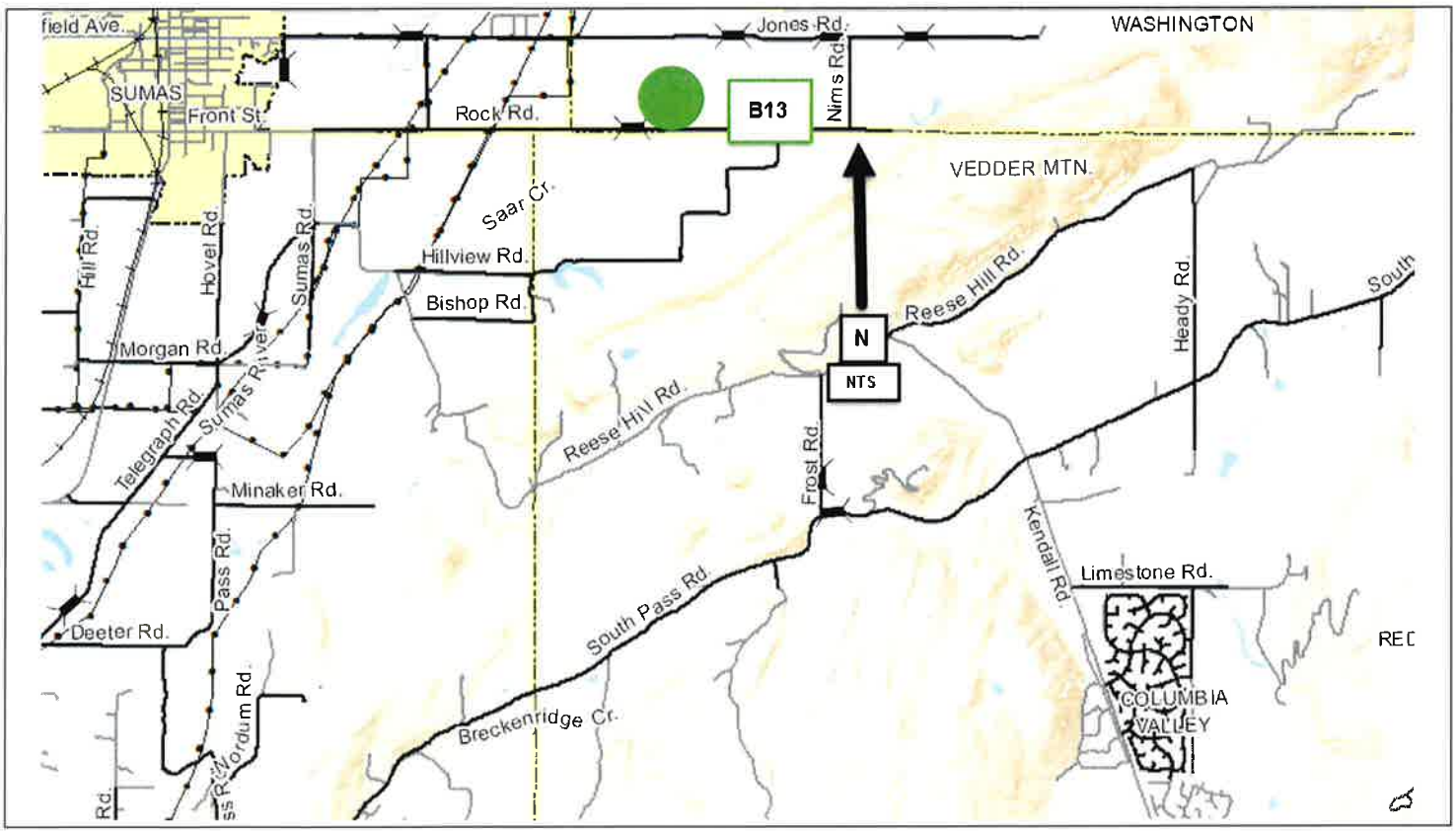
Project Status:
Preliminary design and permitting to begin in 2023.

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



Salakanum Way/Anderson Creek Bridge No. 509
CRP # Not Assigned

Construction Funding Year(s):	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.

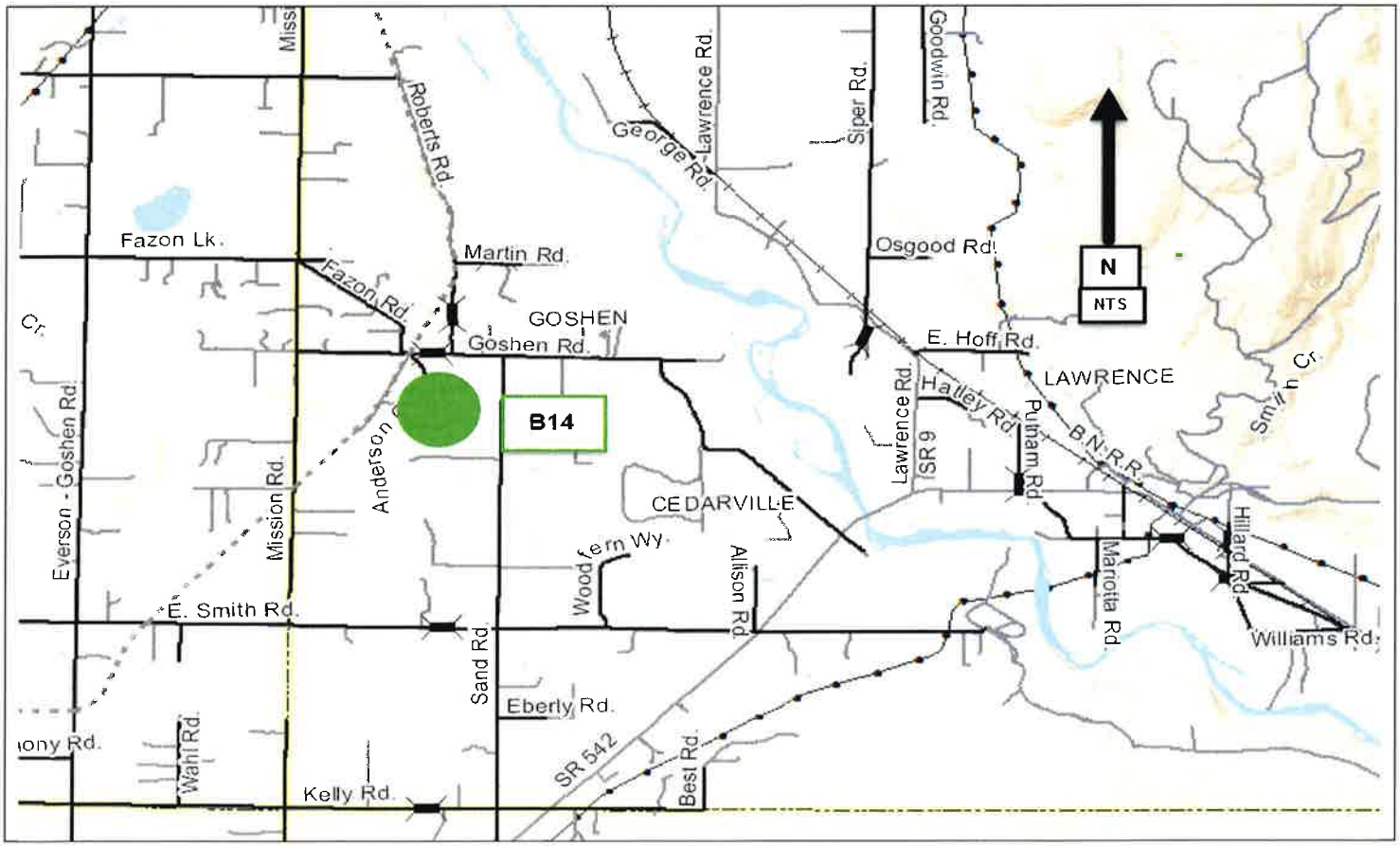
Project Status:
Preliminary design and permitting to begin in 2024.

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



Mosquito Lake Rd/Hutchinson Creek Tributary Fish Passage
CRP # Not Assigned

Construction Funding Year(s):	TBD

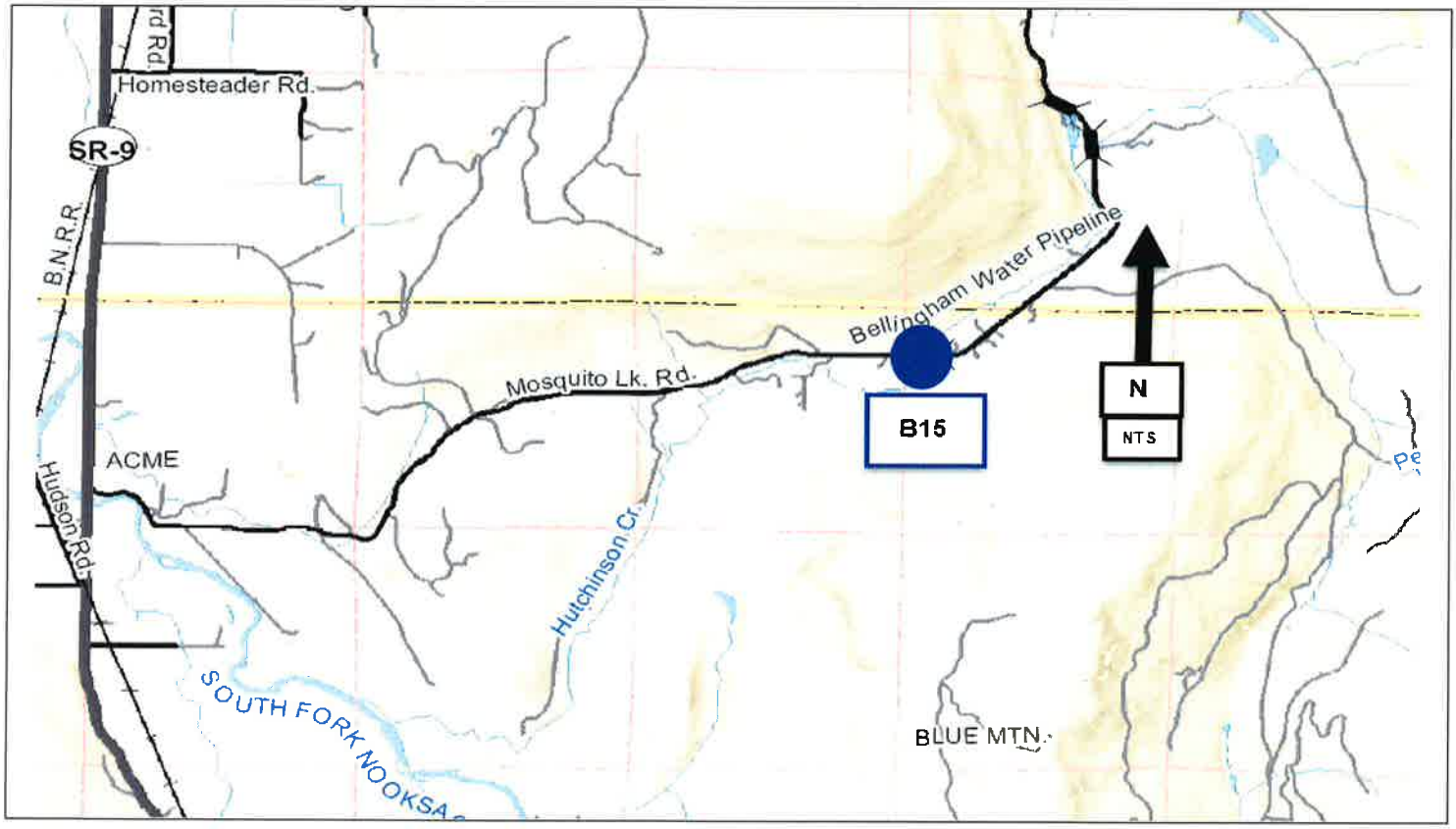
Project Narrative: The existing 30-inch diameter concrete culvert at this location was damaged in early 2018 and a temporary fix completed in late 2018. This culvert has been identified as a barrier to fish passage. Permits for the temporary repair project requires that the existing culvert is replaced 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

Total Estimated Project Cost:	TBD
Expenditures to Date:	$0

Funding Sources:	
Federal	$0
State	$0
Local	$250,000

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD



North Fork Road/Kenny Creek
Fish Passage
CRP # Not Assigned

Construction Funding Year(s):	**TBD**

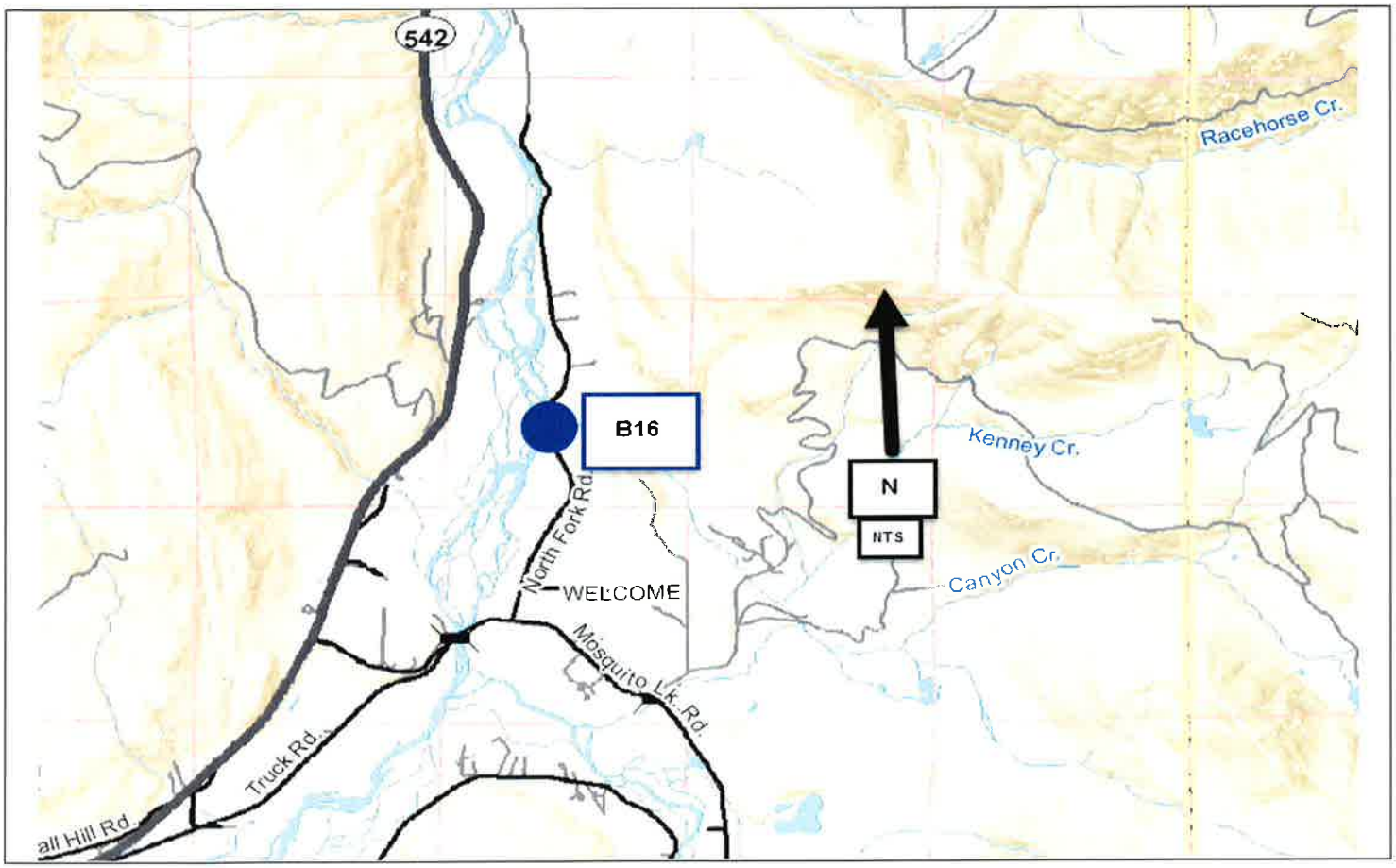
Project Narrative: The existing 5-foot diameter corrugated steel culvert which carries Kenny Creek under the North Fork Road has been identified as a barrier to fish passage and, considering habitat to be gained, is considered one of the highest priority barriers within the County road system. Washington 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:

Total Estimated Project Cost:	TBD
Expenditures to Date:	$0

Funding Sources:	
Federal	$0
State	$0
Local	$300,000

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.

Total Estimated Project Cost:	TBD
Expenditures to Date:	$

Funding Sources:	
Federal	$0
State	$0
Local	$650,000

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**

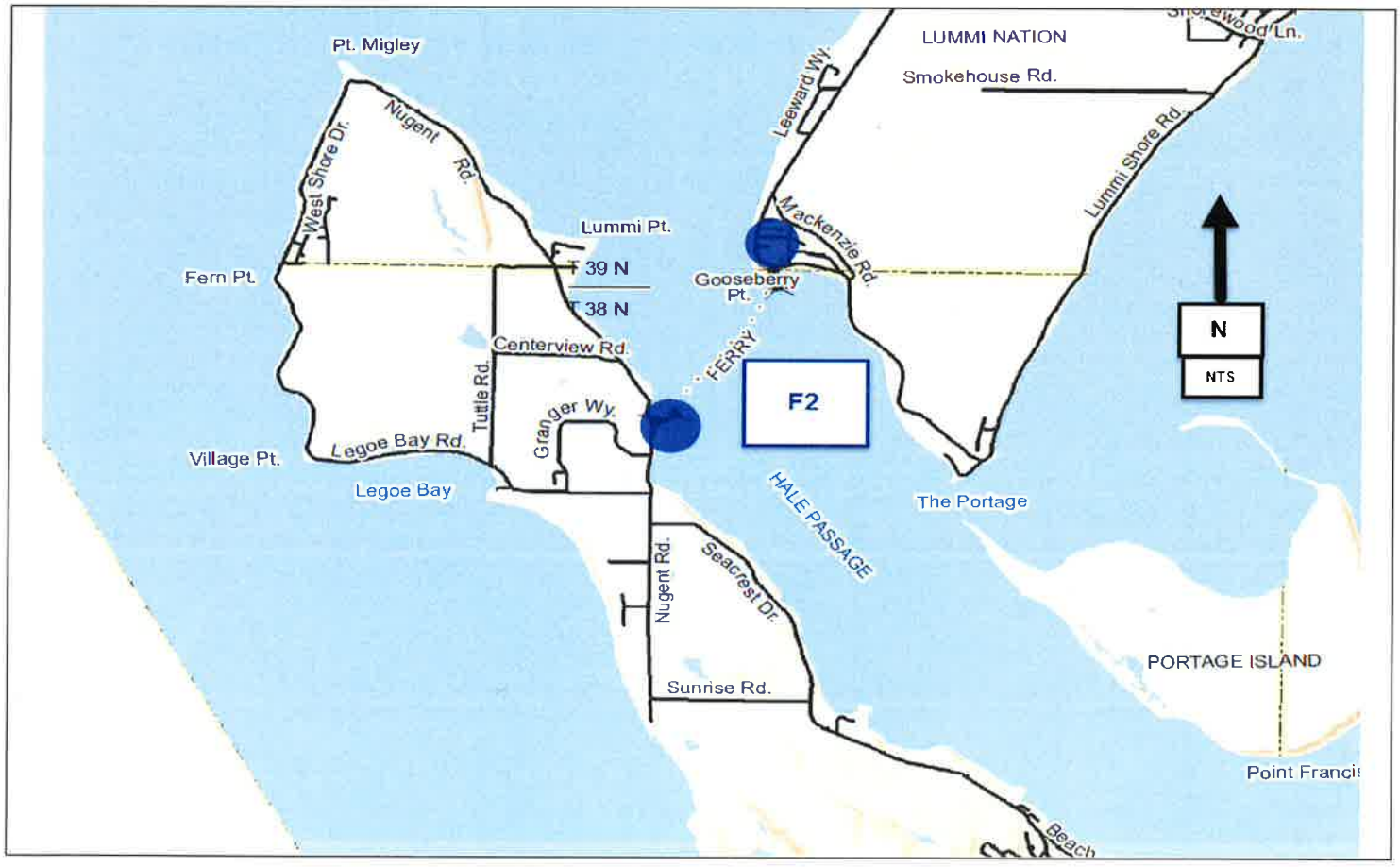
Project Narrative:
This project includes structural steel repair and painting of the approach spans and towers at both ferry terminals. This project is listed #**F2** on the 2019-2024 Six Year Transportation Improvement Program.

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**

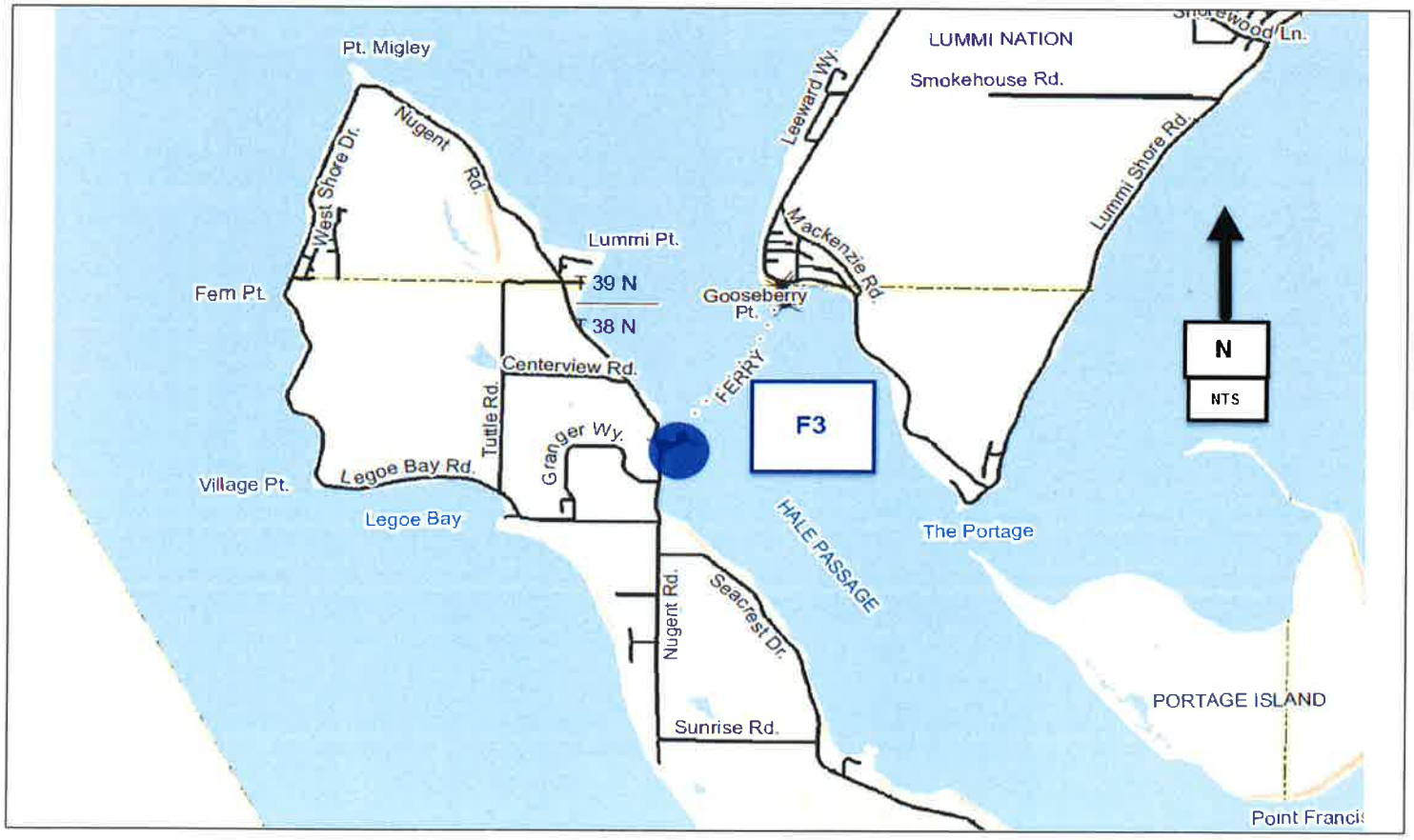
Project Narrative:
This project includes replacing the southerly breakwater at the Lummi Island ferry terminal. This structure was constructed in the mid 1980's and is reaching the end of its service life. This project is listed **#F3** on the 2019-2024 Six Year Transportation Improvement Program.

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:	
Federal	$1,251,000 (FBP)
State	$
Local	$699,000

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.

Total Estimated Project Cost: TBD

Expenditures to Date: $

Funding Sources:	
Federal	$0
State	$0
Local	$400,000

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.

Total Estimated Project Cost: $1,800,000

Expenditures to Date: N/A

Funding Sources:	
Federal	$
State	$
Local	$1,800,000 (STIP 2019-2024)

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

Construction Funding Year(s):	**2018-2023**

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.

Total Estimated Project Cost: $180,000

Expenditures to Date:

Funding Sources:	
Federal	$0
State	$0
Local	$180,000 (2019-2024)

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.

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.

Total Estimated Project Cost: $1,800,000

Expenditures to Date:

Funding Sources:	
Federal	$0
State	$0
Local	$1,800,000 (2019-2024)

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.

Stormwater Quality Improvements
CRP # 918006

Construction Funding Year(s):	**2018**

Project Narrative:
This project varies in location. Identification and prioritization to be addressed and reviewed through County Council. This project is listed **#Y4** on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Design and construction will be completed in 2019/2020.

Total Estimated Project Cost: $345,000

Expenditures to Date:

Funding Sources:	
Federal	$0
State	$0
Local	$345,000 (2019-2024)

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.

Non-motorized Transportation Improvements
CRP # 918007

Construction Funding Year(s):	**2019 - 2024**

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 (eg: 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.

Total Estimated Project Cost: $600,000

Expenditures to Date:

Funding Sources:	
Federal	$0
State	$0
Local	$600,000 (2019-2024)

Environmental Permitting	TBD
Right-of-Way Acquisition (Estimate)	TBD
County Forces (Estimate)	TBD

Due to the nature of this program item, no map exists. Council review and prioritization will be sought at the appropriate time.

Fish Passage Project
CRP #912014

Construction Funding Year(s):	**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

Construction Funding Year(s):	**TBD**

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.

Total Estimated Project Cost: $600,000

Expenditures to Date:

Funding Sources:	
Federal	$0
State	$0
Local	$600,000 (2019-2024)

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

Construction Funding Year(s):	**2018 - 2023**

Project Narrative:
Locations to be determined. Identification and prioritization to be addressed. This project is listed **#Y8** on the 2019-2024 Six Year Transportation Improvement Program.

Project Status:
Locations and prioritization of projects is on-going. Negotiations with BNSF will be a factor on timing and cost.

Total Estimated Project Cost: $300,000

Expenditures to Date: - 0 -

Funding Sources:	
Federal	$0
State	$0
Local	$300,000 (2019-2024)

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 ATTACHMENT "C1" 8/28/2018

Road Fund

FUND BALANCE

Cash Flow Projections ($ in millions)

1	2	3	4	5	6	7	8	9	10
		Non-			Capital Program				
Year	General Revenue	Capital Expense	Net	Const. Revenue	Const. Expense	Net	Ending Fund Balance	Designated Fund Balance	Available Fund Balance
act. 2007	$21.986	($16.907)	$5.079	$1.603	($8.994)	($7.391)	$8.490	$0.000	$8.490
act. 2008	$23.366	($18.844)	$4.522	$2.471	($5.541)	($3.070)	$9.943	$0.000	$9.943
act. 2009	$23.987	($17.221)	$6.766	$6.882	($8.737)	($1.855)	$14.853	$0.829	$14.024
act. 2010	$23.184	($18.494)	$4.690	$3.813	($4.481)	($0.668)	$18.875	$0.290	$18.585
act. 2011	$24.136	($17.733)	$6.403	$1.078	($2.038)	($0.960)	$24.318	$0.397	$23.921
act. 2012	$24.628	($17.904)	$6.724	$1.103	($3.594)	($2.491)	$28.551	$10.460	$18.091
act. 2013	$26.049	($24.539)	$1.510	$3.893	($4.487)	($0.594)	$29.467	$17.204	$12.263
act. 2014	$24.507	($18.250)	$6.257	$7.438	($9.348)	($1.910)	$33.814	$11.434	$22.380
act. 2015	$25.127	($20.521)	$4.607	$6.869	($13.188)	($6.319)	$32.102	$12.151	$19.951
act. 2016	$25.232	($21.536)	$3.696	$3.698	($6.943)	($3.245)	$32.553	$12.250	$20.303
act. 2017	$26.108	($22.125)	$3.983	$0.545	($6.865)	($6.320)	$30.216	$9.394	$20.822
est. 2018	$25.586	($22.297)	$3.290	$1.402	($6.068)	($4.666)	$28.839	$9.000	$19.839
proj. 2019	$26.114	($22.669)	$3.445	$5.700	($19.505)	($13.805)	$18.479	$7.000	$11.479
proj. 2020	$26.672	($23.051)	$3.621	$0.000	($8.117)	($8.117)	$13.983	$7.000	$6.983
proj. 2021	$27.177	($23.444)	$3.733	$3.509	($8.825)	($5.316)	$12.400	$7.000	$5.400
proj. 2022	$27.583	($23.847)	$3.736	$0.000	($2.150)	($2.150)	$13.986	$7.000	$6.986

Whatcom County Public Works **ATTACHMENT "C2"** 8/28/2018

Road Fund

Cash Flow Projections ($ in millions)

REVENUES

1	2	3	4	5	6	7	8	9	10	11	12	13	14	
Year	Property Tax Revenue	General Fuel Tax	Private Timber Harvest	Federal Forest	State Forest	Ferry Tolls	Fuel Tax Ferry Deficit	Reimb.	Interfund Charges	Other Revenue	Total Non-Const Revenue	Const. Grants & Loans	Total Revenue	Notes
act. 2007	$14.985	$3.828	$0.141	$0.874	$0.240	$0.000	$0.000	$0.336	$0.829	$0.753	$21.986	$1.603	$23.589	
act. 2008	$15.744	$4.115	$0.167	$0.790	$1.034	$0.000	$0.000	$0.230	$0.669	$0.617	$23.366	$2.471	$25.837	
act. 2009	$15.802	$3.631	$0.092	$0.709	$0.453	$0.000	$0.000	$0.140	$1.148	$2.012	$23.987	$6.882	$30.869	
act. 2010	$16.276	$3.778	$0.093	$0.639	$0.292	$0.000	$0.000	$0.361	$0.777	$0.968	$23.184	$3.813	$26.997	
act. 2011	$16.841	$3.734	$0.181	$0.515	$0.517	$0.000	$0.000	$0.351	$0.732	$1.265	$24.136	$1.078	$25.214	
act. 2012	$16.876	$3.784	$0.282	$0.454	$0.739	$0.000	$0.000	$0.333	$0.695	$1.465	$24.628	$1.103	$25.731	
act. 2013	$17.167	$3.888	$0.196	$0.000	$0.457	$0.000	$0.000	$0.406	$0.706	$3.229	$26.049	$3.893	$29.942	
act. 2014	$17.520	$3.906	$0.144	$0.469	$0.271	$0.000	$0.000	$0.361	$0.626	$1.210	$24.507	$7.438	$31.945	
act. 2015	$17.778	$4.012	$0.256	$0.432	$0.527	$0.000	$0.000	$0.317	$0.515	$1.289	$25.127	$6.869	$31.996	
act. 2016	$18.128	$4.322	$0.182	$0.428	$0.199	$0.000	$0.000	$0.246	$0.000	$1.727	$25.232	$3.698	$28.930	
act. 2017	$18.833	$4.419	$0.165	$0.079	$0.218	$0.000	$0.000	$0.432	$0.000	$1.962	$26.108	$0.545	$26.652	
est. 2018	$18.900	$4.400	$0.177	$0.460	$0.452	$0.000	$0.000	$0.441	$0.000	$0.756	$25.586	$1.402	$26.988	
proj. 2019	$19.200	$4.586	$0.201	$0.458	$0.452	$0.000	$0.000	$0.449	$0.000	$0.768	$26.114	$5.700	$31.814	
proj. 2020	$19.598	$4.732	$0.180	$0.468	$0.452	$0.000	$0.000	$0.458	$0.000	$0.784	$26.672	$0.000	$26.672	
proj. 2021	$19.979	$4.827	$0.187	$0.465	$0.452	$0.000	$0.000	$0.468	$0.000	$0.799	$27.177	$3.509	$30.686	
proj. 2022	$20.246	$4.940	$0.193	$0.465	$0.452	$0.000	$0.000	$0.477	$0.000	$0.810	$27.583	$0.000	$27.583	
proj. 2023	$20.624	$5.095	$0.198	$0.465	$0.452	$0.000	$0.000	$0.486	$0.000	$0.825	$28.146	$0.000	$28.146	
proj. 2024	$20.992	$5.223	$0.196	$0.465	$0.452	$0.000	$0.000	$0.496	$0.000	$0.840	$28.664	$0.000	$28.664	

A Ferry Fund created 1/1/2006 - ferry toll and ferry deficit revenues no longer included in the Road Fund

Whatcom County Public Works **ATTACHMENT "C3"** 8/28/2018

Road Fund **EXPENDITURES**

Cash Flow Projections ($ in millions)

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Year	108100 M & O	108110 Noxious Weed	Loan Repmt.	10890 Undist. Admin.	Admin. & Acct.	10851 Eng. Admin.	10852/10855 Undist. Const. Eng.	10853/10854 Eng. Traffic & Develop.	Reimb. Work	108131/10892 0 Other	Total Non-Const.	90000.99999 CRP & PBB Const.	Total Expense
act. 2007	$10.177	$0.162	$0.000	$1.837	$1.433	$0.629	$0.949	$1.153	$0.309	$0.258	$16.907	$8.994	$25.901
act. 2008	$10.917	$0.181	$0.000	$1.800	$2.257	$0.830	$0.912	$1.312	$0.334	$0.300	$18.844	$5.541	$24.385
act. 2009	$10.579	$0.192	$0.000	$0.000	$2.347	$1.719	$0.204	$1.303	$0.519	$0.358	$17.221	$8.737	$25.958
act. 2010	$10.005	$0.212	$0.000	$0.043	$2.772	$0.982	$0.668	$1.355	$0.441	$2.014	$18.494	$4.481	$22.975
act. 2011	$10.900	$0.246	$0.000	$0.336	$2.478	$0.869	$0.861	$1.282	$0.580	$0.181	$17.733	$2.038	$19.771
act. 2012	$11.316	$0.224	$0.000	($0.099)	$2.486	$0.934	$1.009	$1.333	$0.517	$0.184	$17.904	$3.594	$21.498
act. 2013	$11.557	$0.213	$0.000	$6.851	$2.512	$0.868	$1.239	$1.272	$0.531	($0.504)	$24.539	$4.487	$29.026
act. 2014	$12.019	$0.209	$0.000	($0.119)	$2.333	$0.865	$1.054	$1.310	$0.477	$0.102	$18.250	$9.348	$27.598
act. 2015	$13.345	$0.180	$0.000	$0.231	$2.978	$0.900	$0.917	$1.410	$0.432	$0.127	$20.521	$13.188	$33.709
act. 2016	$13.858	$0.220	$0.000	$0.008	$3.357	$0.971	$1.187	$1.495	$0.317	$0.121	$21.536	$6.943	$28.479
act. 2017	$14.175	$0.240	$0.000	$0.526	$3.293	$1.030	$1.183	$1.466	$0.555	($0.342)	$22.125	$6.865	$28.990
est. 2018	$13.797	$0.246	$0.000	$0.539	$3.375	$1.056	$1.212	$1.502	$0.568	$0.000	$22.297	$6.068	$28.365
proj. 2019	$13.957	$0.252	$0.000	$0.553	$3.460	$1.082	$1.242	$1.540	$0.583	$0.000	$22.669	$19.505	$42.174
proj. 2020	$14.121	$0.259	$0.000	$0.566	$3.546	$1.109	$1.273	$1.579	$0.597	$0.000	$23.051	$8.117	$31.168
proj. 2021	$14.291	$0.265	$0.000	$0.581	$3.635	$1.137	$1.305	$1.618	$0.612	$0.000	$23.444	$8.825	$32.269
proj. 2022	$14.465	$0.272	$0.000	$0.595	$3.726	$1.166	$1.338	$1.658	$0.628	$0.000	$23.847	$2.150	$25.997
proj. 2023	$14.465	$0.279	$0.000	$0.610	$3.819	$1.195	$1.371	$1.700	$0.643	$0.000	$24.082	$1.005	$25.087
proj. 2024	$14.465	$0.286	$0.000	$0.625	$3.914	$1.225	$1.406	$1.742	$0.659	$0.000	$24.322	$1.010	$25.332

Attachment "D"

2018
Whatcom County
Priority Rating Program

2018 Rating	Road Name	From	To	Length	FFC
31	North Shore Road	Bellingham C/L	Y Road	2.87	16
32	Lake Louise Road	Gate 13 (SV)	Austin Street	1.97	16
32	Marine Drive	Wynn Road	Old Marine Drive	0.44	16
34	Lake Louise Road	Lake Whatcom Boulevard	Gate 5 (SV)	0.50	16
34	Lake Louise Road	Gate 5 (SV)	Gate 13 (SV)	1.59	16
34	Lake Whatcom Boulevard	UAB	South Bay Drive	1.95	7
34	Marine Drive	Bridge #5	Rural Avenue	1.16	7
36	Bennett Drive	Airport Drive	Bakerview Road (W)	0.26	17
39	Vista Drive	Grandview Road	Bay Road	1.61	7
39	Yew Street Road	Spring Valley Dr (private)	Samish Way	0.71	17
40	Beach Way	Slater Road	Sucia Drive	0.36	8
40	Haxton Way	Kwina Road	Slater Road	1.82	7
40	South Pass Road	North Pass Road	Frost Road	4.16	7
41	Bay Road	Blaine Road	Kickerville Road	0.98	7
41	Cedarville Road	Goshen Road	SR 542	1.39	8
41	Hovander Road	Smith Road (W)	Ferndale C/L	0.29	16
41	Nugent Road	Ferry Dock	West Shore Drive	2.49	8
41	South Pass Road	Goodwin Road	North Pass Road	1.74	7
42	Bay Road	Kickerville Road	Bruce Road	2.76	7
42	Birch Bay Drive	Alderson Road	Harborview Road	1.14	17
42	Cain Lake Road	NE Cain Lk Rd	Lake Whatcom Boulevard	0.37	7
42	Ferndale Road	Slater Road	Ulrich Road	1.05	7
42	Ferndale Road	Ulrich Road	Ferndale C/L	0.38	16
42	Goodman Road	Johnson Road	Meadow Lane	0.25	8
42	Jackson Road	Birch Bay Drive	UAB	0.92	18
42	Lake Whatcom Boulevard	Lake Louise Road	UAB	0.93	17
42	Marine Drive	Old Marine Drive	McAlpine Rd	0.73	16
42	Rural Avenue	Curtis Road	Ferndale C/L	0.58	17
42	Silver Lake Road	SR 542	Rock Quarry	3.22	8
42	Wiser Lake Road (E)	SR 539	Hannegan Road	2.12	18
43	Mountain View Road	Olson Road	Ferndale C/L	0.77	16
43	North Telegraph Road	Sorenson Road	Badger Road (E)	2.19	8
43	Van Wyck Road	Hannegan Road	SR 542	2.15	7
44	Bakerview Road (W)	Bellingham C/L	Bennett Drive	0.33	17
44	Ferndale Road	Marine Drive	Slater Road	1.89	7
44	H Street Road	Axling Road	Sunrise Road	3.78	7
44	Harborview Road	Lincoln Road	Drayton Harbor Road	0.47	17
44	Marine Dr/Lummi Shore Dr	Kwina Road	Bridge #5	0.41	7
44	Mountain View Road	Lake Terrell Road	Olson Road	2.00	7
44	North Telegraph Road	Badger Road (E)	SR 547	1.88	8
44	Portal Way	Birch Bay Lynden Road	Hall Road	3.32	7
44	Portal Way	Hall Road	Blaine C/L	0.41	17
44	Vista Drive	Ferndale C/L	Grandview Road	1.67	17
45	Airport Drive	Alderwood Avenue	Airport Way	0.46	16
45	Axton Road (E)	SR 539	Hannegan Road	1.97	7
45	Drayton Harbor Road	Blaine C/L	Harborview Road	1.16	18

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

2018 Rating	Road Name	From	To	Length	FFC
45	Drayton Harbor Road	Harborview Road	Blaine Road	0.90	17
45	H Street Road	Sunrise Road	Blaine C/L	2.72	7
45	Marine Dr / Edwards Dr	Gulf Road	Marina Drive	1.27	8
45	Silver Lake Road	Rock Quarry	South Pass Road	2.67	8
45	Smith Road (W)	Hovander Road	Ferndale C/L	0.17	16
46	Alderwood Avenue	Marine Drive	Airport Drive	0.34	16
46	Birch Bay Drive	Shintaffer Road	Birch Point Road	0.66	17
46	Cain Lake Road	Skagit County Line	NE Cain Lk Rd	1.80	7
46	Grandview Road	Point Whitehorn Way	Jackson Road	0.98	7
46	Lake Whatcom Boulevard	Seaplane Road	Lake Louise Road	1.39	17
46	Lummi View Drive	Gooseberry Spur	Mackenzie Rd / Haxton Wy	0.44	7
46	Maplewood Avenue (W)	Bellingham C/L	Bakerview Road (W)	0.26	14
46	Slater Road	Beach Way	Lake Terrell Road	1.09	8
46	West Shore Drive	Legoe Bay Road	Nugent Road	2.31	8
46	Wiser Lake Road (W)	Northwest Drive	Old Guide Road	2.18	8
47	APA Road	Tyee Drive	Boundary Bay Road	1.50	8
47	Benson Road	Teller Road	Boundary Bay Road	1.75	8
47	Curtis Road	Country Lane	Rural Avenue	1.50	17
47	Fazon Road	Goshen Road	Hemmi Road (E)	0.77	8
47	Goshen Road	Fazon Road	Cedarville Road	1.23	8
47	H Street Road	SR 539	Axling Road	1.24	7
47	Lake Samish Drive (W)	Nulle Road	Summerland Road	1.73	8
47	Lake Whatcom Boulevard	Cable Street	Strawberry Point Road	1.50	17
47	Marine Drive	Gulf Road	Roosevelt Road	1.27	8
47	Northwest Drive	Pole Road (W)	Ritter Road	0.84	8
47	Nugent Road	Sunrise Road	Granger Road	1.33	8
47	South Bay Drive	Lake Whatcom Boulevard	Brannigan Creek	2.77	8
48	Badger Road (W)	Sunrise Road	Markworth Road	2.01	7
48	Goodwin Road	Sorenson Road	South Pass Road	1.00	8
48	Halverstick Road	Crape Road	Garrison Road	1.00	8
48	Johnson Road	Tyee Drive	Boundary Bay Road	1.51	8
48	Laurel Road (E)	SR 539	Hannegan Road	1.97	8
48	Laurel Road (W)	Northwest Drive	Aldrich Road	0.99	17
48	Mosquito Lake Road	North Fork Road	SR 542	0.95	8
48	Shintaffer Road	Lincoln Road	Birch Bay Drive	0.60	17
48	Slater Road	Lake Terrell Road	Haxton Way	2.50	7
48	Slater Road	Ferndale Road	Ferndale C/L	1.40	7
48	South Bay Drive	Brannigan Creek	Park Road	0.94	8
48	Van Buren Road	MP 3.34	Halverstick Road	1.41	8
49	Alderwood Avenue	Airport Drive	Bellingham C/L	0.71	17
49	Bancroft Road	Marine Drive	Country Lane	0.59	16
49	Boundary Bay Road	APA Road	Johnson Road	1.00	8
49	Country Lane	Rural Avenue	Bancroft Road	0.82	16
49	Goodwin Road	South Pass Road	Hopewell Road	2.54	8
49	Halverstick Road	Northwood Road	Van Buren Road	3.54	8
49	Halverstick Road	Van Buren Road	Crape Road	1.02	8

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

2018 Rating	Road Name	From	To	Length	FFC
49	Haxton Way	Mackenzie Road	Balch Road	0.94	7
49	Jackson Road	UAB	Grandview Road	0.51	8
49	Lake Whatcom Boulevard	Strawberry Point Road	Seaplane Road	1.53	17
49	Lummi Shore Drive	Kwina Road	Haxton Way	1.08	8
49	Marine Drive	Bancroft Road	Wynn Road	0.20	16
49	Northwood Road	SR 546	Halverstick Road	2.01	8
49	Olson Road	Aldergrove Road	Mountain View Road	1.99	8
50	Birch Bay Lynden Road	UAB	Portal Way	2.41	7
50	Grandview Road	Ferndale C/L	UAB	0.40	17
50	Hopewell Road	Siper Road	Goodwin Road	0.23	8
50	Lake Samish Drive (N)	Lake Samish Drive (E)	Old Samish Road	0.87	8
50	Lake Samish Drive (W)	Summerland Road	Lake Samish Drive (N)	0.87	8
50	Laurel Road (W)	Aldrich Road	SR 539	1.51	8
50	Lummi Shore Drive	Cagey Road	Marine Drive	2.76	8
50	Lummi View Drive	Lummi Shore Road	Goosebery spur	1.69	8
50	Mosquito Lake Road	Hutchinson Creek	Middle Fork Bridge	3.89	8
50	Mosquito Lake Road	Middle Fork Bridge	Township Line	2.75	8
50	Mosquito Lake Road	Township Line	North Fork Road	1.94	8
50	Northwood Road	Hampton Road	Lynden C/L	0.75	8
50	Rainbow Road	Mountain View Road	Kickerville Road	1.20	7
50	Smith Road (E)	Mission Road	SR 542	2.24	7
50	South Pass Road	Frost Road	SR 547	1.24	7
50	Van Buren Road	Hampton Road	Lindsay Road	0.55	7
50	Van Dyk Road	Theil Road	Everson Goshen Road	2.62	8
50	Wiser Lake Road (W)	Old Guide Road	SR 539	0.50	18
51	Airport Drive	Airport Way	Bennett Drive	0.30	16
51	Badger Road (E)	Garrison Road	North Telegraph Road	0.33	8
51	Birch Bay Drive	State Park (north gate)	Alderson Road	1.18	17
51	Birch Bay Drive	Harborview Road	Shintaffer Road	0.95	17
51	Haxton Way	Balch Road	Kwina Road	3.28	7
51	Kickerville Road	Bay Road	Birch Bay Lynden Road	2.02	8
51	Lake Samish Drive (N)	Lake Samish Drive (W)	Lake Samish Drive (E)	0.93	8
51	Lincoln Road	Blaine C/L	0.05 m. west of Shintaffer Rd	0.39	17
51	Northwest Drive	Smith Road (W)	Paradise Road	1.76	16
51	Olson Road	Vista Drive	Aldergrove Road	1.90	8
51	Pacific Highway	Bellingham C/L	Slater Road	1.34	17
51	Pole Road (W)	Old Guide Rd	SR 539	0.51	17
51	Samish Way	Old Samish Road	Galbraith Lane	1.51	8
51	Samish Way	Galbraith Lane	Bellingham C/L	1.52	17
51	Smith Road (E)	Noon Road	Mission Road	2.01	7
51	Tyee Drive	APA Road	Benson Road	0.50	7
51	Van Dyk Road	Hannegan Road	Theil Road	0.98	8
51	Weidkamp Road	Badger Road (W)	H Street Road	1.96	8
52	Birch Bay Lynden Road	Enterprise Road (N)	Rathbone Road	2.03	7
52	Hemmi Road (E)	Everson Goshen Road	Mission Road	1.00	8
52	Meadow Lane	Goodman Road	Roosevelt Road	0.26	8

Rating: 0 (worst) to 100 (best)
Incorporates; road geometrics, surface condition, ride, drainage, traffic volumes, traffic types, accident history
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2018
Whatcom County
Priority Rating Program

2018 Rating	Road Name	From	To	Length	FFC
52	Mosquito Lake Road	Dike Road DNR	Hutchinson Creek	3.17	8
52	Siper Road	MP 0.81	Hopewell Road	0.99	8
52	Slater Road	Haxton Way	Imhof Road	0.98	7
52	Sunrise Road	Badger Road (W)	H Street Road	2.02	8
53	Birch Bay Lynden Road	Delta Line Road	Enterprise Road (N)	1.90	7
53	Birch Bay Lynden Road	Rathbone Road	Berthusen Road	1.01	7
53	Birch Point Road	Semiahmoo Drive	Birch Bay Village Entrance	1.58	17
53	Cedarwood Avenue	Bennett Drive	Bellingham C/L	0.10	17
53	Custer School Road	Creasy Road	Birch Bay Lynden Road	0.50	8
53	Everson Goshen Road	Smith Road (E)	Hemmi Road (E)	2.01	7
53	Grandview Road	UAB	Dahlberg Road	0.33	7
53	Hemmi Road (E)	Hannegan Road	Everson Goshen Road	3.05	8
53	Legoe Bay Road	Nugent Road	West Shore Drive	1.67	8
53	Loomis Trail Road	Bob Hall Road	Bertrand Creek Bridge #30	1.43	8
53	Loomis Trail Road	Bertrand Creek Bridge #30	Berthusen Road	0.62	18
53	Lummi Shore Road	Lummi View Drive	Smokehouse Road	2.38	8
53	Mosquito Lake Road	SR 9	Dike Road DNR	1.68	8
53	Mountain View Road	Rainbow Road	Lake Terrell Road	0.50	7
53	Northwest Drive	Bellingham C/L	Smith Road (W)	2.54	16
53	Nulle Road	Lake Samish Drive (W)	I-5	0.62	8
53	Slater Road	Ferndale C/L	Northwest Drive	1.03	16
53	Sucia Drive	BMP	Beach Way	1.87	8
53	Y Road	North Shore Road	Jensen Road	1.87	8
54	Birch Bay Lynden Road	Berthusen Road	Lynden C/L	0.52	16
54	Breckenridge Road	Nooksack C/L	Sorenson Road	1.12	8
54	Everson Goshen Road	SR 542	Smith Road (E)	1.99	7
54	Everson Goshen Road	Hemmi Road (E)	Pole Road (E)	2.08	7
54	Harksell Road	Enterprise Road	Enterprise Road (N)	0.38	7
54	Lakeway Drive	Bellingham C/L	Terrace Avenue (N)	0.63	16
54	Loomis Trail Road	Blaine Road	Portal Way	1.75	8
54	Lummi Shore Road	Smokehouse Road	Cagey Road	1.01	8
54	Northwest Drive	Paradise Road	Pole Road (W)	2.00	7
54	Old Samish Road	Lake Samish Drive (N)	Bellingham C/L	3.20	8
54	Point Whitehorn Road	Grandview Road	Birch Bay Drive	0.57	17
54	Portal Way	Ferndale C/L	Faris Road	1.16	16
54	Portal Way	Faris Road	Birch Bay Lynden Road	2.85	7
54	Rock Road	Sumas Road	Nims Road	2.90	8
54	Semiahmoo Drive	Elderberry Lane	Blaine C/L	0.96	17
54	South Pass Road	Nooksack C/L	Goodwin Road	1.23	7
54	Van Buren Road	Lindsay Road	SR 546	1.00	7
55	Alderson Road	Birch Bay Drive	Blaine Road	0.85	18
55	Bennett Drive	Marine Drive	Airport Drive	1.23	17
55	Berthusen Road	Loomis Trail Road	West Main Street	0.26	18
55	Birch Bay Drive	Point Whitehorn Way	State Park (north gate)	0.76	17
55	Birch Bay Lynden Road	Harborview Road	UAB	1.25	17
55	Enterprise Road (N)	Harksell Road	Birch Bay Lynden Road	2.00	7

Rating: 0 (worst) to 100 (best)
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2018
Whatcom County
Priority Rating Program

2018 Rating	Road Name	From	To	Length	FFC
55	Gooseberry Spur	Lummi view Drive	Ferry Dock	0.05	7
55	Hampton Road	UAB	Northwood Road	1.66	7
55	Hampton Road	Northwood Road	Van Buren Road	2.99	7
55	Hannegan Road	Bellingham C/L	Smith Road E	2.27	7
55	Harborview Road	Birch Bay Drive	Lincoln Road	1.17	17
55	Kickerville Road	Rainbow Road	Grandview Road	2.01	7
55	Lake Terrell Road	Slater Road	Mountain View Road	2.00	7
55	Main Street	Bruce Road	Custer School Road	0.24	8
55	Marina Drive	Edwards Drive	APA Road	0.56	8
55	Marine Drive	Bennett Drive	Bellingham C/L	0.29	16
55	Siper Road	SR 9	MP 0.81	0.81	8
55	South Pass Road	SR 547	Silver Lake Road	4.99	8
55	Sunrise Road	Nugent Road	Seacrest Drive	0.75	8
55	Y Road	Jensen Road	SR 542	2.55	8
56	Birch Bay Lynden Road	MP 4.20	Delta Line Road	1.82	7
56	Birch Point Road	Birch Bay Village Entrance	Birch Bay Drive	0.40	17
56	Cottonwood Avenue	Bennett Drive	Bellingham C/L	0.09	17
56	Hannegan Road	Smith Road (E)	Hemmi Road (E)	2.07	7
56	Hemmi Road (E)	SR 539	Hannegan Road	1.97	8
56	Roosevelt Road	Tyee Drive	Meadow Lane	1.37	8
56	Seacrest Drive	Sunrise Road	Scenic Estates	1.21	8
56	Smith Road (E)	SR 539	Hannegan Road	1.96	7
56	Valleyview Road	Birch Bay Lynden Road	Haynie Road	2.45	8
56	Van Buren Road	Everson C/L	Hampton Road	1.09	7
56	Weidkamp Road	Loomis Trail Road	Badger Road (W)	1.02	8
57	Austin Street	Lake Louise Road	Cable Street	0.37	16
57	Britton Road	SR 542	Bellingham C/L	1.48	16
57	Cable Street	Terrace Avenue (N)	Lake Whatcom Boulevard	0.51	16
57	Custer School Road	Main Street	Creasy Road	0.77	8
57	Van Wyck Road	BMP	Hannegan Road	0.40	7
58	Axton Road (W)	Ferndale C/L	Northwest Drive	0.86	16
58	Baker Lake Road	Skagit County Line	MP 3.93	3.93	7
58	Lindsay Road	Van Buren Road	Van Buren Road	0.31	7
58	Marine Drive	McAlpine Rd	Bennett Drive	0.62	16
58	Pole Road (W)	Northwest Drive	Old Guide Rd	2.22	7
58	Roosevelt Road	Marine Drive	Tyee Drive	0.93	8
59	Bruce Road	Bay Road	Main Street	0.74	8
59	Gulf Road	Marine Drive	Tyee Drive	0.65	7
59	Park Road	South Bay Drive	SR 9	2.78	8
59	Sorenson Road	Breckenridge Road	North Telegraph Road	0.47	8
59	Terrace Avenue (N)	Lakeway Drive	Cable Street	0.16	16
59	Van Buren Road	SR 546	MP 3.34	0.63	8
60	Smith Road (W)	Ferndale C/L	Northwest Drive	0.57	16
60	Tyee Drive	Benson Road	Roosevelt Road	0.95	7
60	Yew Street Road	Spring Valley Dr (private)	Tacoma Av (private)	0.28	17
61	Axton Road (W)	Northwest Drive	UAB	0.25	16

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

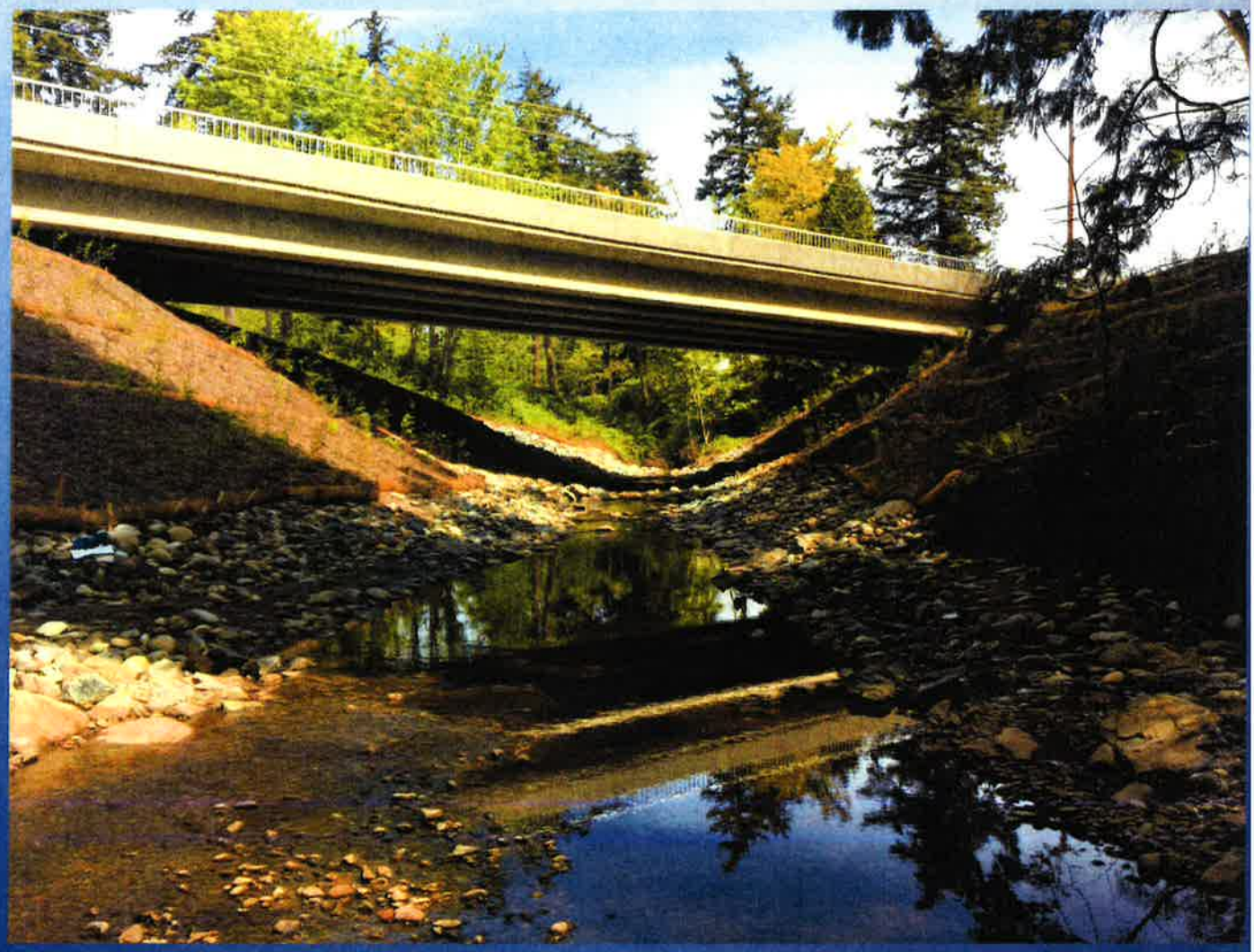
2018 Rating	Road Name	From	To	Length	FFC
61	Kickerville Road	Grandview Road	Bay Road	1.00	7
61	Nugent Road	Granger Road	Ferry Dock	0.19	8
62	Birch Bay Lynden Road	Portal Way	MP 4.20	0.54	7
62	Enterprise Road	Ferndale C/L	Harksell Road	1.79	17
62	Grandview Road	Jackson Road	Blaine Road	1.02	7
62	Hampton Road	Lynden C/L	UAB	0.04	17
62	Kickerville Road	Birch Bay Lynden Road	Loomis Trail Road	1.00	8
62	Kwina Road	Haxton Way	Lummi Shore Road	0.96	7
62	Nulle Road	I-5	Skagit County Line	0.59	7
62	Smith Road (E)	Hannegan Road	Noon Road	2.02	7
62	Smith Road (W)	Waschke Road	SR 539	2.00	7
62	Stadsvold Road	Haynie Road	Sweet Road	0.52	7
62	Sweet Road	Blaine C/L	Stadsvold Road	1.44	7
62	Yew Street Road	Bellingham C/L	Spring Valley Dr (private)	1.06	17
63	Axton Road (W)	UAB	SR 539	2.25	7
63	Bakerview Road (W)	Bennett Drive	Bellingham C/L	0.26	16
63	Bender Road	Boundary Road (E)	Visser Road	0.37	8
63	Boundary Road (E)	SR 539	Benson Road	0.96	8
63	Enterprise Road (N)	Birch Bay Lynden Road	Loomis Trail Road	1.01	8
63	Haynie Road	Valleyview Road	Delta Line Road	2.01	7
63	Northwood Road	Halverstick Road	Boundary Road (E)	0.62	8
64	Benson Road	Visser Road	Boundary Road (E)	0.36	8
64	Boundary Road (E)	Bender Road	Northwood Road	1.49	8
64	Delta Line Road	Badger Road (W)	Haynie Road	0.48	7
64	Haynie Road	Stadsvold Road	Valleyview Road	1.24	7
64	Semiahmoo Drive	Birch Point Road	Elderberry Lane	1.49	17
64	Smith Road (W)	Northwest Drive	Waschke Road	0.50	17
65	Hannegan Road	UAB	Nooksack Bridge #252	2.88	7
66	Hannegan Road	Nooksack Bridge #252	Lynden C/L	0.43	17
66	Slater Road	Imhof Road	Ferndale Road	0.49	7
67	Badger Road (W)	Delta Line Road	Sunrise Road	0.86	7
67	Badger Road (W)	Markworth Road	SR 539	3.05	7
67	Hannegan Road	Hemmi Road (E)	Beard Rd	1.51	7
67	Hannegan Road	Beard Rd	UAB	0.71	17
67	Lincoln Road	0.05 m. west of Shintaffer Rd	Harborview Road	0.79	17
67	Loomis Trail Road	Sunrise Road	Bob Hall Road	2.00	8
69	Country Lane	Bancroft Road	Curtis Road	0.07	17
69	Visser Road	Bender Road	Benson Road	1.00	8
74	Sunrise Road	Birch Bay Lynden Road	Badger Road (W)	2.01	8

Total miles = 358.28

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

Attachment E



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
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Reviewed by: _____
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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:

ADT	Average Daily Traffic
BRAC	Bridge Replacement Advisory Committee
FHWA	Federal Highway Administration
FO	Functionally Obsolete
HBRRP	Highway Bridge Replacement and Rehabilitation Program
NBIS	National Bridge Inspection Standards
SD	Structurally Deficient
SID	Structure Identification Number
SR	Sufficiency Rating
UBIT	Under Bridge Inspection Truck
WAC	Washington Administrative Code
WSDOT	Washington State Department of Transportation

Whatcom County Bridge Location Map

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 concreted girder approach span at the Lummi Island terminal.

Gooseberry Point 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.

Local Agency	Number of bridges inspected in 2017
City of Everson	1
City of Bellingham Parks	15
City of Bellingham	41
City of Lynden	11
City of Sumas	2
San Juan County	1
Port of Bellingham	1 (ferry terminal)

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 Slater 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.

Photo of a typical UBIT

Exhibit "A" - Master List of Special Inspection and Equipment Needs

Bridge #	Bridge Name	Most Recent Fracture Critical Inspection Date	Most Recent Underwater Inspection Date	UBIT Frequency
3	MARIETTA	-	September 2017	-
107	NORTH LAKE SAMISH	-	July 2015	
140	MIDDLE FORK	August 2016	-	24 Months
252	NOOKSACK RIVER	March 2016	September 2015	-
332	NORTH FORK	April 2017	-	-
421	ROCKY CREEK	April 2017	-	-
500	DAKOTA CREEK	-	-	-
503	GOOSEBERRY FERRY SLIP	October 2016	March 2016	-
507	LUMMI ISLAND FERRY SLIP	October 2016	March 2016	-
512	NOOKSACK RIVER	April 2017	-	24 Months

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'.

Exhibit "B" – Load, Height and Width Restricted Bridges

Bridge No.	Road Name	Features Crossed	Restricted Width (FT)	Restricted Vertical Clearance (FT)	Bridge Posted for Load Restriction
1	MARINE DR	ACCESS RD CREEK OLD RR			Yes
44	BRIDGE WAY	CALIFORNIA CREEK	16		Yes
51	FLYNN RD	FISHTRAP CREEK	16		
81	JACKSON RD.	TERRELL CREEK			Yes
82	ALDERSON RD	TERRELL CREEK			Yes
91	STEIN RD	DAKOTA CR. TRIB.			Yes
105	MANLEY ROAD	SILVER CREEK	11.3		
107	N. LAKE SAMMISH DR.	LAKE SAMMISH	12		Yes
132	HUDSON ROAD	JONES CREEK	15		
140	MOSQUITO LK RD	MIDDLE FORK	13.2	18	
151	HILLSIDE RD	SIGITOWITZ CREEK			Yes
249	ROBERTS RD	ANDERSON CREEK			Yes
250	MARTIN RD	ANDERSON CREEK			Yes
291	MASSEY RD	SUMAS RIVER			Yes
308	ALM RD	SUMAS RIVER			Yes
332	MOSQUITO LK RD	NORTH FORK			Yes
503	FERRY–LUMMI TRANSFER SPAN	HALE PASSAGE	12		Yes
503A	FERRY-LUMMI APPROACH	HALE PASSAGE			Yes
506	HERON LANE	JOHNSON CREEK	12		
507	FERRY–GP TRANSFER SPAN	HALE PASSAGE	14		Yes
507A	FERRY–GP APPROACH	HALE PASSAGE	14		Yes
510	COAL CREEK RD	GALLOP CREEK	14		
512	SLATER RD	NOOKSACK RIVER		15	

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:

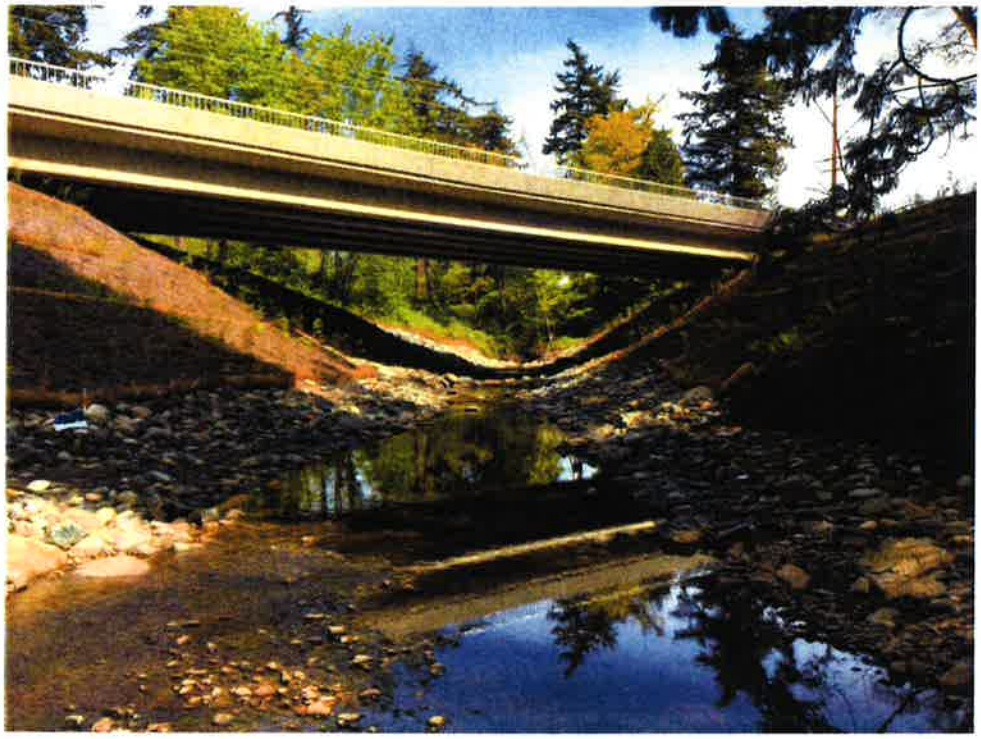
1. West Badger Road/Bertrand Creek Bridge No. 50 Replacement (construction scheduled for 2019, BRAC funded)
2. Roberts Road/Anderson Creek Bridge No. 249 Replacement (construction scheduled for 2019, BRAC funded)
3. North Lake Samish Bridge No. 107 (TS&L completed in 2017, design, permitting and real 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

Bridge No.	Bridge Name	Deficiency's	Sufficiency Rating	Status
107	North Lake Samish	Timber Girder Section Loss	14.02	TS&L Study Complete – Design for replacement bridge underway
50	BERTRAND CR	Timber Cap Section Loss	22.51	Construction of replacement bridge scheduled for 2019
81	JACKSON RD.	Timber Cap and Pile Deterioration	28.42	Monitoring – apply for BRAC funds in 2019
248	ANDERSON CR	Timber Cap and Pile Deterioration	37.26	Monitoring
249	ANDERSON CR	Timber Cap Section Loss	39.86	Construction of replacement bridge scheduled for 2019
332	MOSQUITO LAKE ROAD	Timber Cap Deterioration	39.92	Repair work completed in May of 2018
1	LITTLE SQUALICUM	Delamination of Deck, Cap Beam Capacity	41.97	Monitoring
291	SUMAS RIVER	Concrete Channel Beam Deterioration	42.72	Rehabilitation Project Scheduled 2019
497	BERTRAND CR TRIB	Scour Exposing Concrete Footings	45.5	Monitoring
329	LENHART ROAD	Timber Cap and Pile Deterioration	45.79	Monitoring
250	ANDERSON CR	Timber Cap and Pile Deterioration	53.54	Monitoring
509	SALAKANUM WAY	Timber Cap Deterioration	58.24	Monitoring
172	BNSF RR	Deck Deterioration	75.45	Monitoring

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".

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.

Exhibit "D" – Maintenance Work Orders Completed in 2017

Bridge No.	Bridge Name	Work Completed	Date Repaired
172	MARINE DRIVE	APPROACH REPAIR	JANUARY 2017
507	FERRY – LUMMI ISLAND	DOLPHIN REPAIR	JANUARY 2017
503	FERRY – GOOSEBERRY PT	APRON ARM REPLACEMENT	MARCH 2017
22	BEHME ROAD	GRINDING/COLD PATCHING	MARCH 2017
38	DRAYTON HARBOR ROAD	GRINDING/COLD PATCHING	MARCH 2017
308	ALM ROAD	GRINDING/COLD PATCHING	MARCH 2017
327	JONES ROAD	GRINDING/COLD PATCHING	MARCH 2017
11	HAXTON WAY	DEBRIS REMOVAL	MARCH 2017
201	GOODWIN ROAD	DEBRIS REMOVAL	MARCH 2017
22	BEHME ROAD	APPROACH REPAIR	MARCH 2017
36	VALLEY VIEW ROAD	APPROACH REPAIR	MARCH 2017
201	GOODWIN ROAD	DEBRIS REMOVAL	MARCH 2017
513	SLATER ROAD	APPROACH ROAD REPAIR	APRIL 2017
324	JONES ROAD	DECK REPAIR	APRIL 2017
315	BRECKINRIDGE ROAD	REPAIRED DAMAGED BRIDGE RAIL	APRIL 2017
3	MARINE DRIVE	APPROACH REPAIR	JUNE 2017
507	FERRY – LUMMI ISLAND	PILE REPAIR	JUNE 2017
263	PANGBORN ROAD	GUARDRAIL REPAIR	JUNE 2017
3	MARINE DRIVE	REMOVE LOGS FROM BRIDGE PIER	JULY 2017

Bridge No.	Bridge Name	Work Completed	Date Repaired
503A	FERRY - GOOSEBERRY PT	REPLACE GEAR BOX	JULY 2017
3	MARINE DRIVE	REMOVAL OF OLD TIMBER PILES	AUGUST 2017
503	FERRY – GOOSEBERRY PT	NON-SKID REPAIR WORK	AUGUST 2017
507	FERRY – LUMMI ISLAND	NON-SKID REPAIR WORK	AUGUST 2017
507	FERRY – LUMMI ISLAND	REPAIRED CABLE AROUND PILE	SEPTEMBER 2017
126	INNIS CREEK ROAD	CLEANED OUT SEDIMENT TRAP	SEPTEMBER 2017
313	OAT COLES ROAD	APPROACH REPAIRS	SEPTEMBER 2017
249	ROBERTS ROAD	RE-TORQUE BOLTS	SEPTEMBER 2017
503	FERRY – GOOSEBERRY PT	COUNTERWEIGTH ADJUSTMENTS	OCTOBER 2017
250	MARTIN ROAD	CLEAR LOGS AND DEBRIS FROM BRIDGE	OCTOBER 2017
315	BRECKINRIDGE ROAD	CLEAR LOGS AND DEBRIS FROM BRIDGE	OCTOBER 2017
13	BARRETT ROAD	BEAVER DAM REMOVAL	OCTOBER 2017
413	DELTA LINE ROAD	BEAVER DAM REMOVAL	OCTOBER 2017
99	JACKMAN ROAD	BEAVER DAM REMOVAL	OCTOBER 2017
14	ALDRICH ROAD	BEAVER DAM REMOVAL	OCTOBER 2017
91	STEIN ROAD	CLEAR LOGS FROM BRIDGE	OCTOBER 2017
50	W. BADGER ROAD	TIMBER CAP REPAIR	OCTOBER 2017
126	INNIS CREEK ROAD	PATCHED HOLES & REMOVE TREE FROM UNDER BRIDGE	NOVEMBER 2017
324	JONES ROAD	PATCHED HOLES & REMOVE TREE FROM UNDER BRIDGE	NOVEMBER 2017
315	BRECKINRIDGE ROAD	PATCHED HOLES & REMOVE TREE FROM UNDER BRIDGE	NOVEMBER 2017
244	BYLSMA ROAD	CLEAR DEBRIS FROM BRIDGE	NOVEMBER 2017
38	DRAYTON HARBOR ROAD	REPAIR SINK HOLE AT APPROACH	DECEMBER 2017
201	GOODWIN ROAD	ROCK PLACEMENT TO ADDRESS SCOUR AT APPROACH	DECEMBER 2017
249	ROBERTS ROAD	RE-TORQUE BOLTS	DECEMBER 2017
50	W. BADGER ROAD	RE-TORQUE BOLTS	DECEMBER 2017
82	ALDERSON ROAD	DECK REPAIR	DECEMBER 2017
313	OAT COLES ROAD	POTHOLE REPAIR ON BRIDGE DECK	DECEMBER 2017

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.

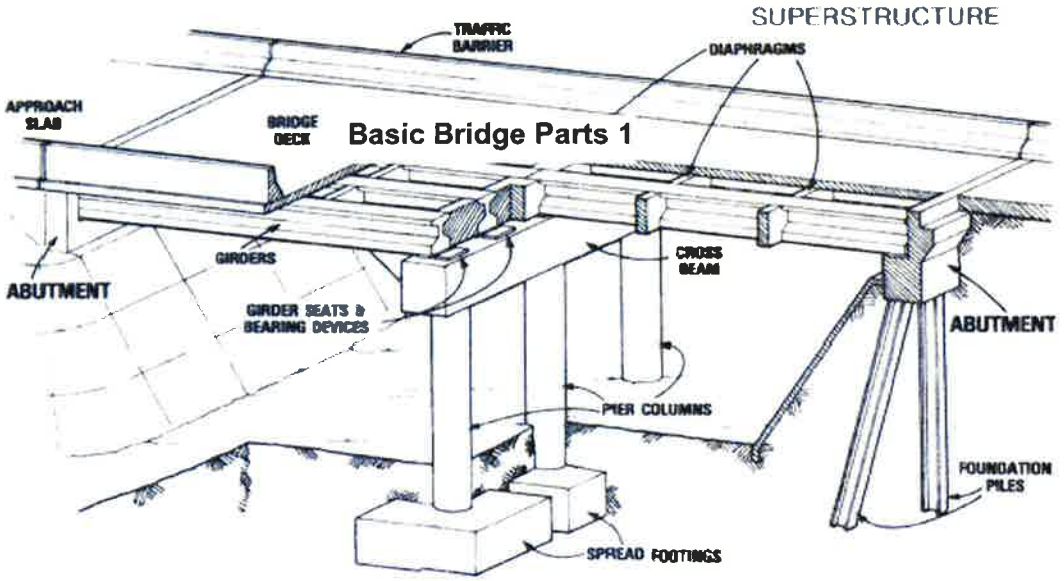
Box Girder – a support beam that is a hollow box; Its cross-section is a rectangle or square.

Bracing – a system of tension or compression members, or a combination 0f 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 sewing 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 al- low for thermal movements of the superstructure.

End wall – the wall located directly under each end of a bridge that holds back approach roadway fills. The end wall is part of the abutment.

Expansion joint – A joint designed to provide means for expansion and contraction movements produced by temperature changes, load, or other forces.

Fatigue – Cause of structural deficiencies, usually due to repetitive loading over time.

Footing – The enlarged, lower portion of a sub-structure that distributes the structure load either to the earth or to supporting piles; the most common footing is the concrete slab; "footer" is a colloquial term for footing.

Fracture critical member – a member in tension or with a tension element whose failure would probably cause a portion of or the entire bridge to collapse.

Girder – a main support member for the structure that usually receives loads from floor beams and stringers; also, any large beam, especially if built up.

Hanger – a tension member serving to suspend an attached member.

Hinge – a point in a structure at which a member is free to rotate.

Live load – vehicular traffic, wind, water; and/or earthquakes.

Lower chord – the bottom horizontal member of a truss.

Main beam – a beam supporting the spans and bearing directly onto a column or wall.

Member – an individual angle, beam, plate, or built piece intended to become an integral part of an assembled frame or structure.

Oscillation – a periodic movement back and forth between two extreme limits. An example is the string of a guitar that has been plucked. Its vibration back and forth is one oscillation. A vibration is described by its size (amplitude), its oscillation rate (frequency), and its timing (phase). In a suspension bridge, oscillation results from energy collected and stored by the bridge. If a part of the bridge has to store more energy than it is capable of storing, that part will probably fail.

Pier – a structure comprised of stone, concrete, brick, steel, or wood that supports the ends of the spans of a multispan superstructure at an intermediate location between abutments. A pier is usually a solid structure as opposed to a bent, which is usually made up of columns.

Pile – a linear (vertical) member of timber, steel, concrete, or composite materials driven into the earth to carry structure loads into the soil.

Pile bent – A row of driven or placed piles with a pile cap to hold them in their correct positions; see "Bent."

Plate girder – a large, solid web plate with flange plates attached to the web plate by flange angles or fillet welds. Typically fabricated from steel.

Post or column – a member resisting compressive stresses, in a vertical or near vertical position.

Pre-cast girder – fabricated off site of Portland Cement Concrete, reinforcing steel and post- tensioning cables. These girders are shipped to the construction site by truck and hoisted into place by cranes.

Reinforced concrete – concrete with steel rein- forcing bars bonded within it to supply increased tensile strength and durability.

Scour – erosive action of removing streambed material around bridge substructure due to water flow. Scour is of particular concern during high-water events.

Short span bridge -these bridges have a single 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 100 (a bridge in new condition) to 0 (a bridge incapable of carrying traffic). The sufficiency rating is the summation of four calculated values: Structural Adequacy and Safety, Serviceability and Functional Obsolescence, Essentiality for Public Use, and Special Reductions.

Substructure – the abutment, piers, grillage, or other structure built to support the span or spans of a bridge superstructure, and distributes all bridge loads to the ground surface. Includes abutments, piers, bents, and bearings.

Superstructure – the entire portion of a bridge structure which primarily receives and supports traffic loads and in turn transfers the reactions to the bridge substructure; usually consists of the deck and beams or, in the case of a truss bridge, the entire truss.

Tension – type of stress involving an action which pulls apart.

Tie – a member carrying tension.

Torsion – a twisting force or action.

Truss bridge – a bridge having a pair of trusses for the superstructure.

Upper chord -the top longitudinal member of a truss.

Web -the portion of a beam located between and connected to the flanges.

Welded joint – a joint in which the assembled elements and members are united through fusion of metal.

Wheel rail – a timber curb fastened directly to the deck, most commonly found on all-timber bridges.

Wing wall -walls that slant outward from the corners of the overall bridge that support roadway fill of the approach.

Appendix "A" – 2017 Whatcom County Bridge Inventory
Total of 162 Bridges Including 24 Short Spans

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
1	LITTLE SQUALICUM	1933	270	35	3796	2
2	MARIETTA SLOUGH	1978	105	32	3746	7
3	MARIETTA	1936	420	32.9	3746	7
5	PORTAGE SLOUGH	1997	90	42	3700	6
7	SLOUGH BRIDGE	1979	90	32.1	1099	6
8	Red River	1997	82	31	284	3
9	SILVER CREEK	1953	31	25.5	70	0
10	Jordan Creek	2017	142	41	15000	4
11	RED RIVER	1920	126	25.5	5592	5
12	SCHNEIDER DITCH	1950	19	21.3	230	99
13	BARRETT CREEK	1969	57	25.5	1316	3
14	TEN MILE CR	1924	38	25.8	1192	2
15	TEN MILE CR	1935	83	43.2	4900	3
16	TEN MILE CR	1986	80	31	441	3
17	TEN MILE CR	1933	61	25.5	1185	2
21	TEN MILE CR	1933	31	25.5	887	3
22	DAKOTA CR.	1930	31	25.7	167	4
29	TERRELL CREEK	2003	31	34	833	4
30	BERTRAND CR.	1938	126	33.1	1839	4
35	CALIFORNIA CR	1956	169	32.6	951	4
36	DAKOTA CR.	1934	75	25.5	820	4
37	CALIFORNIA CR	1923	40	32	558	3

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
38	DRAYTON HARBOR	1933	104	25.5	5082	3
42	DAKOTA CR.	1995	131	31.1	275	4
43	BERTRAND CR.	1995	118	37.4	924	5
44	Bridge Way	1922	85	16	10	99
47	BERTRAND CREEK	1950	82	36	1251	6
50	BERTRAND CR	1934	69	32	2988	4
51	FISHTRAP CR	1988	36	17	120	2
53	RIVER ROAD	2004	50	23.8	125	99
56	BERTRAND CREEK	1949	83	27	9097	6
81	JACKSON RD.	1975	62	25.5	977	4
82	TERRELL CREEK	1987	50	46.9	2766	3
86	DAKOTA CREEK	1956	18	36	1245	3
87	DAKOTA CREEK	2005	53	37	729	4
88	S. FORK DAKOTA CREEK	2005	53	37	729	4
89	DAKOTA CR.	1950	31	25.5	644	3
90	COUGAR CR	1947	19	25.5	433	2
91	DAKOTA CR TRIB	1906	50	25.5	150	4
92	DAKOTA CREEK	2000	55	32	720	4
94	COUGAR CR	1931	18	25.5	135	2
99	DRAINAGE DITCH	1932	19	25.5	190	5
101	CALIFORNIA CR	1949	31	25.9	365	3
102	CALIFORNIA CREEK	2004	31	25.5	190	4
105	MANLEY	2011	19	12.8	10	6

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
106	FRIDAY CR	1934	76	27	851	7
107	LAKE SAMISH	1953	251	29.9	955	7
115	HIGH BRIDGE	2006	228	37.5	2123	19
116	AUSTIN CREEK	2004	82	42.8	2481	7
119	BRANNIAN CREEK	2008	40	32.2	542	0
120	FIR CREEK	1944	20	25.5	545	0
121	DIVERSION CHANNEL	1944	20	25.5	545	0
124	NP RR	1955	126	31.4	120	5
125	Samish River	1998	69	32.3	114	3
126	INNIS CREEK	2007	40	24	103	3
127	SOUTH FORK	1998	276	31	250	99
130	JONES CR.	1951	31	25.9	338	0
131	MCCARTY CR	1975	70	23.8	338	99
132	HUDSON	1950	15	15	5	0
134	ANDERSON CR	1939	31	25.5	402	3
137	SMITH CREEK	1989	99	30.6	1010	99
138	HUTCHINSON CREEK	1945	31	25.5	337	21
139	MOSQUITO LK	1951	19	25	160	21
140	MIDDLE FORK	1915	423	16	117	21

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
141	PORTER CREEK	1936	31	25.5	135	21
142	JOHNSON CREEK	2004	24	0	337	21
143	BLACK SLOUGH	1934	19	25.6	170	99
147	BLACK SLOUGH	1934	31	21.3	66	4
148	SOUTH FORK	2015	360	30	700	99
149	SLOUGH	1934	76	25.5	636	99
150	LOW WATER CROSSING	1969	24	26	194	99
151	SIGITOWITZ CREEK	1950	31	25.5	250	0
157	HUTCHINSON CREEK	2005	72	32.2	818	21
159	DOREN RD	1958	19	29.5	224	3
162	OLSON CR	1940	19	25.5	1171	99
163	DAKOTA CR TRIB	1954	31	25.5	843	5
164	DAKOTA CR	1950	31	25.5	844	5
170	N. INNIS CREEK	1999	31	25.5	180	4
172	GN RR OVERPASS	1940	196	32.3	4200	1
173	HAYNIE CR	1956	38	25.5	820	4
174	SILVER CR	1958	19	21.3	194	99
201	SWIFT CR	1934	38	27	1425	6
204	TEN MILE CR	1934	38	25.5	372	5
206	SUMAS RIVER	1935	69	25.5	252	3
212	SAAR CREEK	2016	53	32.5	867	3
233	TEN MILE CR TRIB	1900	31	25.5	841	4
234	TEN MILE CR	1947	31	25.5	841	4
235	TEN MILE CR	1946	38	25.5	68	99

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
236	TEN MILE CR	1944	31	36	11198	5
237	FOUR MILE CREEK	1954	37	44	9411	6
240	TEN MILE CREEK	2012	40	32.2	645	3
242	SAAR CREEK	2004	104	29.7	118	3
244	SCOTT DITCH	1951	31	25.5	72	5
245	Scott Ditch	2009	77	42.7	9000	4
248	ANDERSON CR	1973	62	25.5	1114	4
249	ANDERSON CR	1958	69	30	150	4
250	ANDERSON CR	1958	31	30	80	0
252	NOOKSACK RIVER	1934	320	30	9332	12
256	ASSINK RD	1949	31	25.5	185	4
257	FISH TRAP CR	1950	31	27	300	5
258	KAMM SLOUGH	1956	19	25.5	838	5
261	Kamm Slough	2010	145	50	2400	4
263	FISH TRAP CR	1954	38	30.1	700	4
275	SQUAW CREEK	1963	19	25.5	866	4
277	ANDERSON CREEK	2005	53	40	4147	4
284	LIND	1955	31	25.5	50	99
288	SUMAS RIVER	1959	19	25.5	131	3
290	SUMAS RIVER	1932	31	25.5	106	3
291	SUMAS RIVER	1950	31	30	326	4
295	JOHNSON	1950	31	25.5	1031	2
302	JOHNSON CREEK	2010	53	32	240	5
303	SUMAS RIVER	1956	76	25.5	267	4
304	SUMAS RIVER	1993	60	32	263	3

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
306	SUMAS RIVER	1997	75	31	267	4
307	SUMAS RIVER	1953	60	25.5	1032	4
308	SUMAS RIVER	1947	69	25.5	261	2
309	SUMAS RIVER	1932	76	25.5	269	2
310	SUMAS RIVER	1947	57	25.5	209	2
313	SWIFT CR	2017	31	17.2	223	4
315	SUMAS RIVER	1954	82	25.4	1274	4
319	SUMAS RIVER	1949	31	25.5	250	3
322	SLEASMAN SLOUGH	1935	31	21.3	131	99
324	SLEASMAN SLOUGH	1935	19	25.5	120	5
325	SAAR CR	1946	31	27	113	6
327	SUMAS RIVER	1917	152	27	206	4
328	SAAR CR	1966	31	29.7	524	6
329	LENHART RD BR	1953	31	21.5	30	99
331	SUMAS RIVER	1943	82	25.5	922	3
332	NORTH FORK	1930	210	28	800	22
334	CANYON CR	1937	80	27	1050	23
336	SWIFT CR	1935	82	27	2340	3
337	SQUALICUM CR	1934	19	21.5	58	99
346	BONE CREEK	1946	10	0	270	4
347	JOHNSON CR	1955	31	21.3	40	99
348	DRAINAGE RELIEF	2002	12	23.5	172	40
349	JOHNSON CR	1945	47	29.3	567	2
406	SMITH CR	1974	19	22	149	99
408	SMITH CR	1958	31	21.5	56	99
410	HENDRICKS CREEK	1967	60	23.4	62	1

Bridge No.	Bridge Name	Year Built	Structure Length	Structure Width	Traffic (adt)	Detour Length
411	SMITH CR	1945	20	29	280	2
413	DAKOTA CR	1965	31	25.5	1485	4
421	ROCKY CREEK	1956	180	33.2	911	2
422	SULPHUR CREEK	2010	112	33	916	99
423	SANDY CREEK	1957	127	31.3	916	99
494	SMITH CREEK OVERFLOW	1946	84	27.5	1112	2
495	SOUTH FORK DAKOTA CREEK	1950	30	44.4	1500	4
497	BERTRAND CR TRIB	1950	21	30	1156	3
498	DAKOTA CREEK	2006	40	32	604	3
499	DAKOTA CREEK TRIB	1950	16	28	1434	4
500	DAKOTA CR	1928	335	31.5	1221	2
503	GOOSEBERRY FERRY SLIP	1950	70	13	1100	99
505	SKOOKUM CR	1980	101	26	100	99
506	JOHNSON CR	1944	72	14	25	99
507	LUMMI ISLAND FERRY SLIP	1978	96	17.5	1100	99
508	JOHNSON CREEK	1996	53	20	30	99
509	ANDERSON CREEK	1954	31	22.7	50	99
510	GALLOP CREEK	1952	65	16.6	16	99
511	DEEP CREEK	2000	31	21.3	15	99
512	NOOKSACK RIVER	1957	246	32.6	11192	7
513	RED RIVER	1900	104	36	11365	7
503A	FERRY SLIP APPR	1950	158	23.8	1250	99
507A	FERRY SLIP APPR	1978	60	17.5	1250	99

Appendix "B" – 2017 Whatcom County Large Culvert Inventory
Total of 152 Structures

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC202	CORNELL CREEK RD	0.37 MI FROM SR 542 (EAST END)	HENDRICK CREEK	RND	CMP	8
LC207	COAL CREEK RD	1.2 MILES FROM SR 542		RND	CMP	10
LC206	COAL CREEK RD	.74 MI SOUTH OF VAUGHN	GLACIER CREEK	RND	CMP	5
LC643	LAKEWAY DR	35' EAST OF EUCLID	GENEVA CREEK	RND	CON	5
LC623	LAKE LOUISE RD	120' EAST OF WESTERN LANE	BEAVER CREEK	RND	CMP	6
LC622	LAKE LOUISE RD	300' WEST OF POLO PARK DR	BEAVER CREEK	BOX	CON	6X4
LC621	LAKE LOUISE RD	525' WEST OF LAKE LOUISE DR		BOX	CON	8X8
LC211	NOON RD	0.48 MI NORTH OF E SMITH RD		RND	CMP	8
LC616	NOON RD	0.30 MI SOUTH OF E SMITH RD		RND	CMP	6
LC615	NOON RD	0.20 MI SOUTH OF HUNTLEY RD		BOX	CON	3X6
LC614	NOON RD	0.39 MI NORTH OF SR 542		RND	CMP	5
LC633	VAN WYCK RD	0.68 MILES WEST OF NOON RD		RND	CMP	5
LC635 & LC636	DEWEY RD	0.18 MI SOUTH OF VAN WYCK RD	SQUALICUM CREEK	RND	CMP	6
LC203	NORTHFORK RD	0.95 MI NORTH OF MOSQUITO LAKE RD		RND	CMP	5
LC607	MOSQUITO LAKE RD	SOUTH OF SR 542		RND	CMP	11
LC610	MOSQUITO LAKE RD	SOUTH OF SR 9		RND	CON	5
LC406	SUNSET AVE	WEST OF NORTHWEST RD		SQSH	CMP	8X7
LC404	GRAVELINE RD	0.17 MI NORTH OF SUNSET AVE	SILVER CREEK	SQSH	CMP	8X7
LC403	NORTHWEST RD	200' SOUTH OF SUNSET AVE	SILVER CREEK	RND	CON	5
LC410	SLATER RD	225' WEST OF NORTHWEST RD.	BEAR CREEK	RND	CON	6
LC634	HORTON RD	0.35 MI EAST OF SR 539	SPRING CREEK	RND	CON	5
LC411	SEACREST DR	0.14 MILES SOUTH OF SUNRISE RD (LUMMI ISLAND)		BOX	CON	5X6

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC205	CHASTEEN RD	AT TEN MILE RD		RND	CON	5
LC209	E LAURAL RD	0.42 MI EAST OF SR 539	CRYSTAL SPRINGS CREEK	RND	CMP	6
LC1	ALDRICH RD	0.17 MI SOUTH OF WEST AXTON RD	DEER CREEK	RND	CMP	10
LC11	NORTHWEST RD	0.17 MI SOUTH OF WEST AXTON RD	DEER CREEK	RND	CMP	7
LC41	CLARKSON RD	0.37 MI WEST OF NORTHWEST RD		RND	CON	5
LC40	CLARKSON RD	0.16 MI WEST OF NORTHWEST RD		RND	CON	5
m,	AXTON RD	JUST EAST OF FERNDALE CITY LIMITS		RND	CON	6
LC418	KWINA RD	0.27 MI WEST OF HAXTON RD		BOX	CON	5X7
LC417	HAXTON WAY	0.5 MI SOUTH OF RED RIVER		RND	CON	5
LC413	IMHOF RD	100' NORTH OF SLATER RD		RND	CMP	8
LC408 & LC409	SLATER RD	0.33 MI EAST OF BRIDGE 512)	TENNANT CREEK	RND	CMP	10
LC16	HAM RD	0.12 MI SOUTH OF ARNIE RD	CAMPBELL CREEK	SQSH	CMP	6
LC31	ARNIE RD	250' WEST OF HAM RD		RND	CMP	6
LC33	BIRCH BAY LYNDEN RD	JUST EAST OF HAM RD	CALIFORNIA CREEK	SQSH	CMP	12
LC18	HAM RD	0.62 MI SOUTH OF BIRCH BAY LYNDEN RD		RND	CMP	5
LC17	HAM RD	0.71 MI SOUTH OF BIRCH BAY LYNDEN RD	TARTE CREEK	RND	CMP	7
LC12	NORTHWEST RD	0.52 MI SOUTH OF WEST WISER LAKE RD	COUGAR CREEK	RND	CMP	7
LC39	WEST BADGER RD	AT GLENDALE RD		RND	CON	5
LC24	LOOMIS TRAIL RD	0.23 MI WEST OF WEIDCAMP RD		RND	CON	6
LC22	BIRCH BAY LYNDEN RD	0.12 MI EAST OF BOB HALL RD		RND	CON	6
LC10	STEIN RD	0.62 MI NORTH OF BIRCH BAY LYNDEN RD		RND	CMP	5
LC3	CUSTER SCHOOL RD	0.93 MI NORTH OF BIRCH BAY LYNDEN RD		RND	CMP	9
LC20	LOOMIS TRAIL RD	0.32 MI WEST OF PORTAL WAY		RND	CON	6
LC27	PORTAL WAY	0.17 MI NORTH OF ARNIE		BOX	CON	12X6

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC26	PORTAL WAY	0.11 MI NORTH OF MAIN		BOX	CON	5X5
LC30	FOX RD	0.28 MI EAST OF VISTA		RND	CMP	6
LC13	VISTA DR	0.40 MI NORTH OF GRANDVIEW		RND	CMP	7
LC43	ENTERPRISE RD	0.17 MI SOUTH OF WILLEY'S LAKE RD	SCHNEIDER CREEK	RND	CMP	5
LC402	NORTHWEST RD	SOUTH OF SLATER RD	BEAR CREEK	SQSH	CMP	16
LC613	HENDERSON RD	0.10 MI EAST OF Y RD	SOUTH FORK ANDERSON CREEK	RND	CMP	11
LC602	KELLY RD	AT SAND RD		RND	CMP	6
LC246	VAN DYKE RD	360' WEST OF THEIL RD	ELDER DITCH	RND	CON	6
LC250	THEIL RD	280' SOUTH OF VAN DYKE RD	SCOTT DITCH	RND	CON	6
LC245	THEIL RD	0.35 MI NORTH OF VAN DYKE RD	SCOTT DITCH	BOX	CON	6X5
LC213	NOON RD	0.57 MI NORTH OF VAN DYKE RD	SCOTT DITCH	BOX	CON	6X5
LC248	NOLTE RD	0.35 MI NORTH OF VAN DYKE RD	SCOTT DITCH	RND	CMP	12
LC212	NOON RD	0.48 MI NORTH OF POLE RD		RND	CMP	6
LC214	STARRY RD	0.61 MILES NORTH OF E SMITH RD	STARRY CREEK	RND	CMP	11
LC214B	STARRY RD	NORTH OF E SMITH RD		SQSH	CMP	12
LC210	EAST RD	0.14 MI SOUTH OF E AXTON RD	DEER CREEK	RND	CMP	5
LC48	OLSON RD	0.18 MI SOUTH OF DOUGLAS RD		RND	CON	5
LC49	CHURCH RD	0.33 MI SOUTH OF DOUGLAS RD	SCHELL CREEK	RND	CON	5
LC236	PANGBORN RD	0.99 MI EAST OF HAMMER RD	SQUAW CREEK	SQSH	CMP	9
LC225	CLEARBROOK RD	0.22 MI EAST OF VAN BUREN RD	JOHNSON CREEK	RND	CMP	15
LC226	CLEARBROOK RD	0.23 MI WEST OF HILL RD.	SUMAS RIVER	RND	CON	6
LC232	HILL RD	0.30 MI NORTH OF CLEARBROOK RD	SUMAS RIVER	RND	CMP	7
LC234	JONES RD	0.51 MI EAST OF CONCHMAN RD		RND	CMP	5
LC233	JONES RD	1 MI EAST OF NIMS RD	SAAR CREEK	RND	CMP	6
LC235	NIMS RD	375' NORTH OF ROCK RD	SAAR CREEK	RND	CMP	8

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC242	ROCK RD	285' WEST OF NIMS RD	SAAR CREEK	RND	CMP	8
LC241	ROCK RD	350' EAST OF HILLVIEW RD	ARNOLD SLOUGH	SQSH	CMP	5
LC201	SILVER LAKE RD	1.02 MI SOUTH OF BLACK MOUNTIAN RD	MAPLE CREEK	RND	CON	5
LC624	LINDQUIST RD	0.1 MI NORTHEST OF Y RD	CARPENTER CREEK	RND	CON	5
LC625	NORTHSHORE RD	0.14 MI SOUTH OF Y RD	CARPENTER CREEK	RND	CON	5
LC617	Y ROAD	0.10 MI SOUTHEAST OF NORTHSHORE RD	CARPENTER CREEK	RND	CON	5
LC642	MANLEY RD	1 MI NORTH OF PACIFIC RD	BARNES CREEK	RND	CON	5
LC38	VALLEY VIEW RD	0.29 MI SOUTH OF MCGEE		RND	CMP	7
LC8	HAYNIE RD	0.15 MI WEST OF 34TH AVE		RND	CON	5
LC4	GILES RD	0.10 MI SOUTH OF HAYNIE RD		RND	CMP	5
LC21	ROGER RD	SOUTH OF HOIER RD		RND	CON	6
LC9	HOIER RD	0.15 MI EAST OF HARVEY RD		RND	CON	6
LC7	HARVEY RD	0.15 MI NORTH OF SWEET RD	SPOONER CREEK	RND	CMP	5
LC37	SWEET RD	0.2 MI WEST OF HARVEY RD		RND	CMP	6
LC28	KICKERVILLE RD	0.5 MI SOUTH OF BAY RD	TERRELL CREEK	BOX	CON	8X8
LC45	BROWN RD	0.39 MI EAST OF KICKERVILLE RD	TERRELL CREEK	RND	CON	6
LC44	BROWN RD	234' WEST OF JACKSON RD.		BOX	CON	5X5
LC47	NORTH STAR RD	0.33 MI SOUTH OF ALDERGROVE RD		RND	CMP	13
LC35	SUNRISE RD	0.46 MI SOUTH OF H STREET RD	NORTH FORK DAKOTA CREEK	RND	CON	6
LC36	SUNRISE RD	0.13 MI SOUTH OF H STREET RD		RND	CMP	6
LC5	H STREET RD	0.22 MI WEST OF SUNRISE RD		RND	CMP	6.5
LC6	H STREET RD	0.38 MI WEST OF SUNRISE RD		RND	CMP	11
LC2	BURK RD	0.15 MI EAST OF DELTA LINE RD	NORTH FORK DAKOTA CREEK	RND	CMP	14
LC29	ZELL RD	AT WILLEY'S LAKE RD		RND	CMP	6

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC34	LOOMIS TRAIL RD	JUST WEST OF I-5		RND	CMP	6
LC32	ARNIE RD	0.3 MI EAST OF VALLEY VIEW RD		BOX	CON	8X5
LC25	PORTAL WAY	280' SOUTH OF FARIS (THE SOUGH LEG OF FARIS)		BOX	CON	6X5
LC50	UNICH RD	0.17 MI EAST OF BARR RD	JORDAN CREEK	BOX	CON	6X4
LC414	LAMPMAN RD	0.20 MI EAST OF HAXTON WAY		RND	CON	5
LC412	ELDER RD	0.2 MI NORTH OF SLATER RD	JORDAN CREEK	RND	CMP	12
LC416	NORTH RED RIVER RD	0.66 MI WEST OF HILLAIRE RD	JORDAN CREEK	RND	CMP	9
LC415	NORTH RED RIVER RD	0.74 MI WEST OF HILLAIRE RD		RND	CMP	5
LC637	E SMITH RD	0.77 MI EAST OF SR 542		RND	CON	5
LC204	HILLARD RD	175' SOUTH OF DEMING RD		RND	CMP	5
LC612	LINNELL RD	0.25 MI NORTH OF POTTER RD		RND	CMP	6
LC603	NELSON RD	0.50 MI SOUTH OF POTTER RD		RND	CMP	8
LC608	CLIPPER RD	0.54 MI SOUTH OF STRAND RD		BOX	CON	6X4
LC609	CLIPPER RD	0.14 MI SOUTH OF STRAND RD	TINGLING CREEK	BOX	CON	6X4
LC604	STRAND RD	0.52 MI EAST OF SR 9	TINGLING CREEK	BOX	CON	6X4
LC605	TRUCK RD	0.14 MI EASTERLY OF DEAL RD		RND	CON	5
LC638	PARK RD	1.18 MI EAST OF BLUE CANYON RD		RND	CMP	6
LC644	PARK RD	0.38 MI EAST OF BLUE CANYON RD		BOX	CON	8X4
LC620	BLUE CANYON RD	1 MILE FROM PARK RD		RND	CMP	5
LC619	BLUE CANYON RD	0.62 MI FROM PARK RD	BLUE CONYON CREEK	RND	CMP	5
LC618	RAINBOW DR	BETWEEN BROOK AND CEDAR	SILVER CREEK	RND	CMP	6
LC601	GLENHAVEN	BETWEEN RAINBOW RD AND LAKESIDE DR	SILVER CREEK	BOX	CON	8X3
LC631	SAMISH WAY	0.64 MI NORTHWEST OF MANLEY RD	CHUCKANUT CREEK	BOX	CON	8X8

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC630	SAMISH WAY	0.46 MI NORTHWEST OF MANLEY RD	BEAR CREEK	RND	CON	5
LC632	SAMISH WAY	500' EAST OF YEW STREET RD		RND	CON	5
LC405	LANGE RD	0.22 MI EAST OF WASHKE RD	ANDREASEN DITCH	RND	CON	9
LC407	WASHKE RD	350' NORTH OF LANGE RD	ANDREASEN DITCH	RND	CMP	5
LC639	EAST LAKE SAMISH DR	0.24 MI NORTH OF CEDAR ACRES	BARNES CREEK	BOX	CON	6X8
LC640	NORH LAKE SAMISH	0.11 MI WEST OF EAST LAKE SAMISH	FINNEY CREEK	RND	CON	6
LC641	ROY RD	0.53 MI WEST OF AXELSON		BOX	CON	4X6
LC626 & LC627	OLD SAMISH RD	0.55 MI WEST OF LAKE SAMISH DR		RND	CON	5
LC628 & LC629	OLD SAMISH RD	0.73 MI WEST OF FALLS DR	CHUCKANUT CREEK	RND	CMP	6
LC228	GOODWIN RD	0.32 MI NORTH OF SOUTH PASS RD	GOLD CREEK	BOX	CON	7X3
LC227	GOODWIN RD	0.07 MI SOUTH OF SORENSON RD	BRECKENRIDGE CREEK	RND	CMP	10
LC222	LINDSAY RD	67' WEST OF TELEGRAPH RD	KINNEY CREEK	RND	CMP	8
LC223	TELEGRAPH RD	0.10 MI SOUTH OF LINDSAY RD	KINNEY CREEK	RND	CMP	8
LC24	SORRENSON RD	0.20 MI EAST OF TELEGRAPH RD	KINNEY CREEK	RND	CMP	8
LC237	SOUTH PASS RD	0.32 MI NORTH OF SEALUND RD	BRECKENRIDGE CREEK	BOX	CON	8X10
LC238	MACK RD	100' FROM SR 9		BOX	CON	3X6
LC240	OAT COLES RD	0.13 MI NORTH OF MACK RD		RND	CMP	5
LC239	MASSEY RD	0.37 MI EAST OF OAT COLES RD	GOODWIN CREEK	RND	CMP	6
LC229	GOODWIN RD	AT MASSEY RD		RND	CON	5
LC230	GOODWIN RD	AT GILMORE RD	POWER CREEK	RND	CMP	10
LC231	GOODWIN RD	0.38 MI NORTH OF HOPEWELL RD	DALE CREEK	RND	CMP	6
LC221	LINDSAY RD	60' WEST OF VAN BUREN RD	JOHNSON CREEK	RND	CMP	5
LC220	LINDSAY RD	0.22 MI WEST OF VAN BUREN RD	SUMAS RIVER	RND	CMP	5
LC243	VAN BUREN	0.12 MI NORTH OF HAMPTON RD	SUMAS RIVER	RND	CMP	5

Culvert ID No.	Road Name	Location	Stream Name	Shape	Material	Diameter
LC247	HAMPTON RD	45' WEST OF VAN BUREN	JOHNSON CREEK	RND	CON	7
LC244	STICKNEY ISLAND RD	0.12 MI SOUTH OF TIMON RD	MORMON DITCH	RND	CMP	9
LC249	NORTHWOOD RD	0.25 MI NORTH OF HAMPTON RD	KAMM SLOUGH	RND	CON	5
LC215	ASSINK RD	1 MI NORTH OF PANGBORN RD	FISHTRAP CREEK	RND	CMP	7.5
LC219	PANGBORN RD	20' EAST OF BENDER RD	FISHTRAP CREEK TRIB	BOX	CON	6X3
LC218	PANGBORN RD	AT BENSON RD	FISHTRAP CREEK	BOX	CON	6X3
LC216	PRARIE RD	WEST OF DOUBLE DITCH RD	DOUBLE DITCH	BOX	CON	6X4
LC217	PRARIE RD	EAST OF DOUBLE DITCH RD	DOUBLE DITCH	BOX	CON	6X4
LC23	H STREET RD	AT JACKMAN RD	JACKMAN DITCH	RND	CMP	6
LC604B	STRAND RD	0.46 MI EAST OF SR 9		RND	CMP	5

PROPOSED BY: _____

INTRODUCED: 9/11/2018

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

Agency: Whatcom County
County No. 37 Co.Name: Whatcom Co.
City No: 0000 MPO/RPO: NON/WCCG

Exhibit "A"
Six Year
Transportation
Improvement Program
2019-2024

Hearing Date:
Adoption Date:
Resolution No:

420

FUNC. CLASS	TIP PROJECT	PROJECT IDENTIFICATION A. PIN/Federal Aid No. B. Bridge Number C. Project Title D. Street/Road Name or Number E. Beginning MP or Road-Ending MP or Road F. Describe Work to be Done	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	PROJECT COSTS IN *THOUSANDS* OF DOLLARS FUNDING SOURCE INFORMATION PROJECT PHASE	MONTH / YEAR PHASE STARTS	FEDERAL FUNDS FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUNDS STATE FUND CODE	STATE FUNDS	OTHER REVENUES	LOCAL FUNDS	TOTAL	EXPENDITURE SCHEDULE YEAR 1 2019	YEAR 2 2020	YEAR 3 2021	Years 4th Thru 6th	TOTAL 2019-2024	Grant Total 2019-2024	Local Total 2019-2024	FEDERALLY FUNDED PROJECTS ONLY ENVIRON-MENTAL TYPE	R/W REQ? Y/N DATE COMPLETE MONTH / YEAR
Road Capital Construction																								
17	R1	**Birch Bay Drive & Pedestrian Facility** 20010 from Lora Lane to Cedar Avenue Pedestrian & Non-motorized Enhancements	12 05 32 06	S	1.58	T P C W S	PE RW CN Total	1/2019 1/2019 1/2019	STP/TA	1,610 1,610			1,030 100 4,710 5,840	1,030 100 6,320 7,450	600 100 3,300 4,000	380 0 2,870 3,250	50 0 150 200	0 0 0 0	1,030 100 6,320 7,450	0 0 1,610 1,610	1,030 100 4,710 5,840	CE	Yes 5/2019
17	R2	**Lake Whatcom Blvd, Water Quality Improvements** 44120 From MP 0.21 to MP 1.71 Cable Street to Strawberry Point Water Quality/Stormwater Improvements	06 13	P	1.50	C G O P T W	PE RW CN Total	1/2019 1/2021 5/2024		0 0 0 0		0 0 0 0	50 50 0 100	50 50 0 100	25 0 0 25	20 0 0 20	5 50 0 55	0 0 0 0	50 50 0 100	0 0 0 0	50 50 0 100	CE	Yes
00	R3	**Horton Road, Northwest Drive to Aldrich Road** New Roadway	01	S	.70	C P T W	PE RW CN Total	1/2019		0 0 0 0		0 0 0 0	157 0 0 157	157 0 0 157	90 0 0 90	67 0 0 67	0 0 0 0	0 0 0 0	157 0 0 157	0 0 0 0	157 0 0 157	CE	Yes
16	R4	**Slater Road & Northwest Drive** 14760/74050 Intersection Improvements	12 03 06	P	0.40	C G P T W	PE RW CN Total	1/2019		0 0 0 0		0 0 0 0	50 0 0 50	50 0 0 50	50 0 0 50	0 0 0 0	0 0 0 0	0 0 0 0	50 0 0 50	0 0 0 0	50 0 0 50		Yes
16	R5	**Slater Road, I5 Interchange to 0.10m E. of Pacific Hwy** 14760 From MP 7.26 to MP 7.65 Reconstruction	03	P	0.39	C G O P S T W	PE RW CN Total	1/2019		0 0 0 0		0 0 0 0	50 0 0 50	50 0 0 50	50 0 0 50	0 0 0 0	0 0 0 0	0 0 0 0	50 0 0 50	0 0 0 0	50 0 0 50		Yes
00	R6	**Slater Road, Northwest Drive to Aldrich Road** New Roadway	01	P	2.00	C G O P S T W	PE RW CN Total	1/2020		0 0 0 0		0 0 0 0	50 0 0 50	50 0 0 50	0 0 0 0	50 0 0 50	0 0 0 0	0 0 0 0	50 0 0 50	0 0 0 0	50 0 0 50		Yes
16	R7	**Smith Road & Northwest Drive** 75080/74050 Intersection Improvements	12 03 06	P	0.40	C G P T W	PE RW CN Total	1/2019		0 0 0 0		0 0 0 0	100 0 0 100	100 0 0 100	100 0 0 100	0 0 0 0	0 0 0 0	0 0 0 0	100 0 0 100	0 0 0 0	100 0 0 100		Yes
00	R8	**Roadway Frost Depth Detectors** Various Locations	12	S			PE RW CN Total	1/2019 6/2019		0 0 0 0		0 0 0 0	25 0 300 325	25 0 300 325	25 0 300 325	0 0 0 0	0 0 0 0	0 0 0 0	25 0 300 325	0 0 0 0	25 0 300 325		No
16	R9	**Marine Drive, Locust Avenue to Alderwood Avenue** 12790 From MP 4.75 to MP 3.92 Reconstruction & bicycle/pedestrian facilities	03 12 06 32	S	0.51	C G P S T W	PE RW CN Total	1/2019 1/2019 1/2021	STBG	0 0 1,509 1,509		0 0 0 0	525 200 791 1,516	525 200 2,300 3,025	150 100 0 250	100 100 0 200	275 0 2,300 2,575	0 0 0 0	525 200 2,300 3,025	0 0 1,509 1,509	525 200 791 1,516	CE	Yes 5/2021
16	R10	**North Shore Road, Bellingham City Limits to Y Road** 47051 From MP 0.00 to MP 2.87 Roadway surface, safety and stormwater improvements	03 12 13	P	2.87	P T	PE RW CN Total	1/2022		0 0 0 0		0 0 0 0	10 0 0 10	10 0 0 10	0 0 0 0	0 0 0 0	0 0 0 0	10 0 0 10	10 0 0 10	0 0 0 0	10 0 0 10		Yes
07	R11	**Lummi Nation Transportation Projects** Various locations on Reservation	12 03 06 07 32	S		C T W S P G	PE RW CN Total	1/2019 1/2019 1/2019		0 0 0 0		0 0 0 0	350 150 1,500 2,000	350 150 1,500 2,000	350 150 1,500 2,000	0 0 0 0	0 0 0 0	0 0 0 0	350 150 1,500 2,000	0 0 0 0	350 150 1,500 2,000		Yes
00	R12	**Point Roberts Transportation Improvements** Project locations to be determined in 2019	06 32	S	.25	P T W C	PE RW CN Total	1/2019 6/2019		0 0 0 0		0 0 0 0	50 0 100 150	50 0 100 150	50 0 100 150	0 0 0 0	0 0 0 0	0 0 0 0	50 0 100 150	0 0 0 0	50 0 100 150		No

Tuesday, September 11, 2018

Agency: Whatcom County
County No. 37 Co.Name: Whatcom Co.
City No: 0000 MPO/RPO: NON/WCCG

Exhibit "A"
Six Year Transportation Improvement Program
2019-2024

Hearing Date:
Adoption Date:
Resolution No:

FUNC. CLASS	TIP PROJECT NO.	PROJECT IDENTIFICATION A. PIN/Federal Aid No. B. Bridge Number C. Project Title D. Street/Road Name or Number E. Beginning MP or Road-Ending MP or Road F. Describe Work to be Done	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	PROJECT COSTS IN *THOUSANDS* OF DOLLARS PROJECT PHASE	MONTH / YEAR PHASE STARTS	FUNDING SOURCE INFORMATION FEDERAL FUNDS FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUNDS STATE FUND CODE	STATE FUNDS	OTHER REVENUES	LOCAL FUNDS	TOTAL	EXPENDITURE SCHEDULE YEAR 1 2019	YEAR 2 2020	YEAR 3 2021	Years 4th Thru 6th	TOTAL 2019-2024	Grant Total 2019-2024	Local Total 2019-2024	FEDERALLY FUNDED PROJECTS ONLY ENVIRON-MENTAL TYPE	R/W REQ? Y/N DATE COMPLETE MONTH / YEAR
07	R13	Slater Rd/Haxton Way 14760/12659 Intersection Improvements	05 07 12	P	0.25	C P W T S	PE RW CN Total	1/2019		0 0 0 0		0 0 0 0	0 0 0 0	10 0 0 10	10 0 0 10	10 0 0 10	0 0 0 0	0 0 0 0	0 0 0 0	10 0 0 10	0 0 0 0	10 0 0 10		Yes
07	R14	East Smith Road, Everson Goshen Road to SR 542 55080 From MP 4.98 to MP 8.23 Pavement Rehabilitation	06 07	S	3.25	P T	PE RW CN Total	1/2021 6/2021		0 0 0 0	RATA	0 0 1000 1000	0 0 0 0	160 0 300 460	160 0 1,300 1,460	5 0 0 5	5 0 0 5	150 0 1,300 1,450	0 0 0 0	160 0 1,300 1,460	0 0 1,000 1,000	160 0 300 460		No
07	R15	East Smith Road & Hannegan Road 55080/55110 Intersection Improvements	06 07 12	S	0.4	C G P T	PE RW CN Total	1/2019 4/2019 5/2021	 STBG	0 0 1,000 1,000		0 0 0 0	0 0 0 0	500 200 2,000 2,700	500 200 3,000 3,700	150 150 0 300	50 50 0 100	300 0 3,000 3,300	0 0 0 0	500 200 3,000 3,700	0 0 1,000 1,000	500 200 2,000 2,700	CE	Yes 10/2021
	R16	Guardrail Safety Program Safety Improvement		P		T P C W S	PE RW CN Total	1/2019 1/2019	 HSIP	0 0 810 810		0 0 0 0	0 0 0 0	30 0 810 840	30 0 810 840	30 0 810 840	0 0 0 0	0 0 0 0	0 0 0 0	30 0 810 840	0 0 810 810	30 0 0 30	CE	No
17	R17	Birch Bay Drive, Jackson Road to Shintaffer Road 20010 from MP 2.10 to MP 4.53 Pavement Rehabilitation	07	P	2.43	T P C W S	PE RW CN Total	1/2022 4/2022		0 0 0 0		0 0 0 0	0 0 0 0	200 0 1,000 1,200	200 0 1,000 1,200	0 0 0 0	0 0 0 0	75 0 0 75	125 0 1,000 1,125	200 0 1,000 1,200	0 0 0 0	200 0 1,000 1,200		No
09	R18	Turkington Road/Jones Creek 89200 From MP 0.4 to MP 0.6 Road Grade Modification and creek channelization	03 06	P	.020	P T C	PE RW CN Total	1/2019 1/2020 		0 0 0 0		0 0 0 0	0 0 0 0	225 50 0 275	225 50 0 275	25 0 0 25	100 50 0 150	100 0 0 100	0 0 0 0	225 50 0 275	0 0 0 0	225 50 0 275		Yes
17	R19	Birch Bay Lynden/Blaine Rd. 21580 from MP 1.00 to UAB MP 1.25 Intersection Improvements	6 07 12	P	.25	C G P T W	PE RW CN Total	1/2021 		0 0 0 0		0 0 0 0	0 0 0 0	50 0 0 50	50 0 0 50	0 0 0 0	0 0 0 0	50 0 0 50	0 0 0 0	50 0 0 50	0 0 0 0	50 0 0 50		Yes
09	R20	Lincoln Road - II, Harborview Road to SR 548 (Blaine Road) 26190 From MP 0.00 to MP 1.00 Reconstruction and new road, non-motorized enhanceme	01 03 06	P	1.00	C P T S W	PE RW CN Total	1/2023 		0 0 0 0		0 0 0 0	0 0 0 0	5 0 0 5	5 0 0 5	0 0 0 0	0 0 0 0	0 0 0 0	5 0 0 5	5 0 0 5	0 0 0 0	5 0 0 5		Yes
16	R21	Marine Drive II, Alderwood Avenue to Bridge No. 172 12790 From MP 3.92 to MP 3.37 Reconstruction & bicycle/pedestrian facilities	03 06 12 32	P	0.55	C G P S T W	PE RW CN Total	1/2024 		0 0 0 0		0 0 0 0	0 0 0 0	5 0 0 5	5 0 0 5	0 0 0 0	0 0 0 0	0 0 0 0	5 0 0 5	5 0 0 5	0 0 0 0	5 0 0 5		Yes
08	R22	Hemmi Road Flood Mitigation 56320 From MP 2.3 to MP 2.6 Raise roadway	07 06	P	0.3	C P T	PE RW CN Total	1/2019 6/2019 		0 0 0 0		0 0 0 0	0 0 0 0	200 50 925 1,175	200 50 925 1,175	100 0 75 175	100 0 850 1,000	0 0 0 0	0 0 0 0	200 50 925 1,175	0 0 0 0	200 50 925 1,175		Yes
09	R23	Innis Creek Road 88850 From MP 2.45 to MP 2.65 Raise roadway	07 06	P	0.2	T P C W S	PE RW CN Total	1/2019 		0 0 0 0		0 0 0 0	0 0 0 0	15 0 0 15	15 0 0 15	5 0 0 5	10 0 0 10	0 0 0 0	0 0 0 0	15 0 0 15	0 0 0 0	15 0 0 15		No
19	R24	Larrabee Road Flood Mitigation 73800 MP 0.15 to MP 0.25 Drainage improvements & stream restoration	13	P	0.10	C P T	PE RW CN Total	1/2024 		0 0 0 0		0 0 0 0	0 0 0 0	5 0 0 5	5 0 0 5	0 0 0 0	0 0 0 0	0 0 0 0	5 0 0 5	5 0 0 5	0 0 0 0	5 0 0 5		No

Agency: Whatcom County
County No. 37 Co.Name: Whatcom Co.
City No: 0000 MPO/RPO: NON/WCCG

Exhibit "A"
Six Year
Transportation
Improvement Program
2019-2024

Hearing Date:
Adoption Date:
Resolution No:

422

FUNC. CLASS	TIP PROJECT NO.	PROJECT IDENTIFICATION A. PIN/Federal Aid No. B. Bridge Number C. Project Title D. Street/Road Name or Number E. Beginning MP or Road-Ending MP or Road F. Describe Work to be Done	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH (mi.)	UTILITY CODES	PROJECT COSTS IN *THOUSANDS* OF DOLLARS FUNDING SOURCE INFORMATION PROJECT PHASE	MONTH / YEAR PHASE STARTS	FEDERAL FUNDS FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUNDS STATE FUND CODE	STATE FUNDS	OTHER REVENUES	LOCAL FUNDS	TOTAL	EXPENDITURE SCHEDULE YEAR 1 2019	YEAR 2 2020	YEAR 3 2021	Years 4th Thru 6th	TOTAL 2019-2024	Grant Total 2019-2024	Local Total 2019-2024	FEDERALLY FUNDED PROJECTS ONLY ENVIRON-MENTAL TYPE	R/W REQ? Y/N DATE COMPLETE MONTH / YEAR
16	R25	Lakeway Drive Corridor Improvements 45690 MP 0.00 to MP 1.40 Safety and Multimodal Improvements	06 12 32	P	1.30	C P T	PE RW CN Total	1/2021		0 0 0 0		0 0 0 0	0 0 0 0	5 0 0 5	5 0 0 5	0 0 0 0	0 0 0 0	5 0 0 5	0 0 0 0	5 0 0 5	0 0 0 0	5 0 0 5		Yes
00	R26	Ferndale Road/Levee Improvements 12800 from MP 2.50 to MP 3.82 Levee Improvements	03 06	P	1.1	C P T	PE RW CN Total	1/2019		0 0 0 0		0 0 0 0	0 0 0 0	50 0 0 50	50 0 0 50	50 0 0 50	0 0 0 0	0 0 0 0	0 0 0 0	50 0 0 50	0 0 0 0	50 0 0 50		Yes
00	R27	Abbott Road/Levee Improvements 55560 from MP 1.7 to MP 1.9 Levee Improvements	03 06	P	0.2	C P T	PE RW CN Total	5/2019		0 0 0 0		0 0 0 0	0 0 0 0	0 0 600 600	0 0 600 600	0 0 600 600	0 0 0 0	0 0 0 0	0 0 0 0	0 0 600 600	0 0 0 0	0 0 600 600		Yes
16	R28	Northwest Drive, City of Bellingham to Axton Road 74050 from MP 1.11 to MP 4.65 Structural Overlay	06 07	P	3.45	C G P T W	PE RW CN Total	1/2019 6/2020		0 0 0 0		0 0 0 0	0 0 0 0	250 0 1,250 1,500	250 0 1,250 1,500	75 0 0 75	175 0 1,250 1,425	0 0 0 0	0 0 0 0	250 0 1,250 1,500	0 0 0 0	250 0 1,250 1,500		No
07	R29	E. Smith Rd, Hannegan Rd. to Everson Goshen Rd. 55080 from MP 1.96 to MP 4.98 Pavement Rehabilitation	05 06 07	P	3.02	C P T	PE RW CN Total	1/2024		0 0 0 0		0 0 0 0	0 0 0 0	5 0 0 5	5 0 0 5	0 0 0 0	0 0 0 0	5 0 0 5	0 0 0 0	5 0 0 5	0 0 0 0	5 0 0 5		No
07	R30	Birch Bay Lynden Rd, Enterprise Rd. to Rathbone Rd 21580 from MP 7.92 to MP 9.95 Pavement Rehabilitation	05 06 07	P	2.03	C P T	PE RW CN Total	1/2024		0 0 0 0		0 0 0 0	0 0 0 0	5 0 0 5	5 0 0 5	0 0 0 0	0 0 0 0	5 0 0 5	0 0 0 0	5 0 0 5	0 0 0 0	5 0 0 5		No
00	R31	ADA Barrier Removal ADA Transition Plan Multiple locations	06 12 32	P		C G P T W	PE RW CN Total	1/2020		0 0 0 0		0 0 0 0	0 0 0 0	50 0 0 50	50 0 0 50	0 0 0 0	50 0 0 50	0 0 0 0	0 0 0 0	50 0 0 50	0 0 0 0	50 0 0 50		Yes
00	R32	Small Area Paving Various Locations Bridge Approach, Pavement Rehabilitation, Minor Widening	05 06 07	P		C G P T W	PE RW CN Total	1/2019 6/2019		0 0 0 0		0 0 0 0	0 0 0 0	50 0 200 250	50 0 200 250	50 0 200 250	0 0 0 0	0 0 0 0	0 0 0 0	50 0 200 250	0 0 0 0	50 0 200 250		No
17	R33	Samish Way/Galbraith Lane Pedestrian Crosswalk 44060 from MP 1.41 to 1.66 Coordination with the City of Bellingham Parking Lot Development	06 12 32	P	.25	C G P T W	PE RW CN Total			0 0 0 0		0 0 0 0	0 0 0 0	50 0 0 50	50 0 0 50	50 0 0 50	0 0 0 0	0 0 0 0	0 0 0 0	50 0 0 50	0 0 0 0	50 0 0 50		

Bridge Capital Construction

16	B1	Marine Drive/Little Squalicum Bridge No.1 12790 From MP 5.24 to 5.34 Rehabilitation	10	P	0.10		PE RW CN Total	1/2019		0 0 0 0		0 0 0 0	0 0 0 0	20 0 0 20	20 0 0 20	20 0 0 20	0 0 0 0	0 0 0 0	0 0 0 0	20 0 0 20	0 0 0 0	20 0 0 20		Yes
08	B2	Jackson Road/Terrell Creek/Bridge No. 81 21950 From MP 0.00 to MP 0.10 Replacement	09	P	0.10	P T C W	PE RW CN Total	1/2019 1/2020		0 0 0 0		0 0 0 0	0 0 0 0	200 20 0 220	200 20 0 220	100 0 0 100	100 20 0 120	0 0 0 0	0 0 0 0	200 20 0 220	0 0 0 0	200 20 0 220		No
08	B3	Mosquito Lake Road/Porter Creek/Bridge No. 141 84190 From MP 9.55 to MP 9.65 Replacement	09	P	.010	T C P	PE RW CN Total	1/2021		0 0 0 0		0 0 0 0	0 0 0 0	5 0 0 5	5 0 0 5	0 0 0 0	0 0 5 5	5 0 0 5	0 0 0 0	5 0 0 5	0 0 0 0	5 0 0 5		No

Tuesday, September 11, 2018

Agency: Whatcom County
County No. 37 Co.Name: Whatcom Co.
City No: 0000 MPO/RPO: NON/WCCG

Exhibit "A"
Six Year Transportation Improvement Program
2019-2024

Hearing Date:
Adoption Date:
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							PROJECT PHASE	MONTH / YEAR PHASE STARTS	FUNDING SOURCE INFORMATION							YEAR 1 2019	YEAR 2 2020	YEAR 3 2021	Years 4th Thru 6th	TOTAL 2019-2024	Grant Total 2019-2024	Local Total 2019-2024	ENVIRON-MENTAL TYPE	R/W REQ? Y/N DATE COMPLETE MONTH / YEAR
									FEDERAL FUNDS		STATE FUNDS													
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUND CODE	STATE FUNDS	OTHER REVENUES	LOCAL FUNDS	TOTAL									
08	B4	North Lake Samish Road/Bridge No. 107 44170 From MP 0.01 to MP 0.11 Replacement	09	P	0.10	P C T G	PE	1/2019		0		0	0	650	650	400	250	0	0	650	0	650		Yes
							RW	1/2019		0		0	0	50	50	50	0	0	0	50	0	50		
							CN			0		0	0	0	0	0	0	0	0	0	0	0		
							Total			0		0	0	700	700	450	250	0	0	700	0	700		
07	B5	Hannegan Road/Ten Mile Creek Bridge No. 236 55110 From MP 6.76 to MP 6.86 Replacement	09	P	0.10	P T C	PE	1/2019		0		0	0	50	50	50	0	0	0	50	0	50		Yes
							RW			0		0	0	0	0	0	0	0	0	0	0	0		
							CN	1/2019		0		0	0	200	200	200	0	0	0	200	0	200		
							Total			0		0	0	250	250	250	0	0	0	250	0	250		
09	B6	Roberts Road/Anderson Creek/Bridge No. 249 56210 From MP 0.15 to MP 0.25 Replacement	09	P	0.10	T P	PE	1/2019		0		0	0	350	350	350	0	0	0	350	0	350		Yes 5/2017
							RW			0		0	0	0	0	0	0	0	0	0	0	0		
							CN	1/2019	BR	814		0	0	186	1,000	1,000	0	0	0	1,000	814	186		
							Total			814		0	0	536	1,350	1,350	0	0	0	1,350	814	536		
09	B7	Massey Road/Sumas River/Bridge No. 291 65700 From MP 1.30 to MP 1.40 Deck Replacement	10	P	0.10	P T	PE	1/2019		0		0	0	10	10	10	0	0	0	10	0	10		No
							RW			0		0	0	0	0	0	0	0	0	0	0	0		
							CN	1/2019		0		0	0	100	100	100	0	0	0	100	0	100		
							Total			0		0	0	110	110	110	0	0	0	110	0	110		
07	B8	W. Badger Road/Bertrand Creek/Bridge No. 50 32780 From MP 4.76 to MP 4.96 Replacement	09	P	0.20	P T	PE	1/2019		0		0	0	350	350	350	0	0	0	350	0	350		Yes
							RW			0		0	0	0	0	0	0	0	0	0	0	0		
							CN	6/2019	BR	1,255		0	0	1,545	2,800	2,800	0	0	0	2,800	1,255	1,545		
							Total			1,255		0	0	1,895	3,150	3,150	0	0	0	3,150	1,255	1,895		
08	B9	Goshen Road/Anderson Creek/Bridge No. 248 56140 From MP 0.56 to MP 0.76 Rehabilitation and sedimentation control	09	P	0.10	P T	PE	1/2021		0		0	0	20	20	0	0	20	0	20	0	20		Yes
							RW			0		0	0	0	0	0	0	0	0	0	0	0		
							CN			0		0	0	0	0	0	0	0	0	0	0	0		
							Total			0		0	0	20	20	0	0	20	0	20	0	20		
07	B10	Slater Road/Nooksack River Bridge No. 512 14760 From MP 5.84 to MP 6.04 Overheight detection/warning system	10	P	0.20	P C T	PE	1/2022		0		0	0	20	20	0	0	0	20	20	0	20		No
							RW			0		0	0	0	0	0	0	0	0	0	0	0		
							CN			0		0	0	0	0	0	0	0	0	0	0	0		
							Total			0		0	0	20	20	0	0	0	20	20	0	20		
09	B11	Martin Road/Anderson Creek/Bridge No. 250 56340 From MP 0.20 to 0.21 Replacement	09	P	0.01		PE	1/2023		0		0	0	5	5	0	0	0	5	5	0	5		No
							RW			0		0	0	0	0	0	0	0	0	0	0	0		
							CN			0		0	0	0	0	0	0	0	0	0	0	0		
							Total			0		0	0	5	5	0	0	0	5	5	0	5		
07	B12	Loomis Trail Rd/Bertrand Cr. Trib Bridge No. 497 26502 From MP 3.84 to 3.94 Replacement	09	P	0.10		PE	1/2022		0		0	0	5	5	0	0	0	5	5	0	5		No
							RW			0		0	0	0	0	0	0	0	0	0	0	0		
							CN			0		0	0	0	0	0	0	0	0	0	0	0		
							Total			0		0	0	5	5	0	0	0	5	5	0	5		
09	B13	Lenhart Rd/Saar Creek Bridge No. 329 68170 from MP 0.2 to MP 0.3 Replacement	09	P	0.10		PE	1/2023		0		0	0	5	5	0	0	0	5	5	0	5		
							RW			0		0	0	0	0	0	0	0	0	0	0	0		
							CN			0		0	0	0	0	0	0	0	0	0	0	0		
							Total			0		0	0	5	5	0	0	0	5	5	0	5		
09	B14	Salakanum Way/Anderson Creek Bridge No. 509 56050 from MP 0.4 to MP 0.5 Replacement	09	P	0.10		PE	1/2024		0		0	0	5	5	0	0	0	5	5	0	5		
							RW			0		0	0	0	0	0	0	0	0	0	0	0		
							CN			0		0	0	0	0	0	0	0	0	0	0	0		
							Total			0		0	0	5	5	0	0	0	5	5	0	5		
08	B15	Mosquito Lake Rd/ Hutchinson Creek Tributary 84190 from MP 3.10 to MP 3.20 Fish Passage	06 07	S	0.10	P C T	PE	1/2019		0		0	0	250	250	150	100	0	0	250	0	250		
							RW			0		0	0	0	0	0	0	0	0	0	0	0		
							CN			0		0	0	0	0	0	0	0	0	0	0	0		
							Total			0		0	0	250	250	150	100	0	0	250	0	250		

Agency: Whatcom County
County No. 37 Co.Name: Whatcom Co.
City No: 0000 MPO/RPO: NON/WCCG

Exhibit "A"
Six Year
Transportation
Improvement Program
2019-2024

Hearing Date:
Adoption Date:
Resolution No:

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09	B16	North Fork Road/Kenny Creek 89510 from MP 1.0 to 1.10 Fish Passage	03 06	P	0.10	P C T	PE RW CN Total	1/2019		0 0 0 0		0 0 0 0	0 0 0 0	300 0 0 300	300 0 0 300	150 0 0 150	150 0 0 150	0 0 0 0	0 0 0 0	300 0 0 300	0 0 0 0	300 0 0 300		
Ferry Capital Construction																								
00	F1	Replacement of Whatcom Chief & Terminal Modification New Ferry and Docks	06	P			PE RW CN Total	1/2019		0 0 0 0		0 0 0 0	0 0 0 0	600 50 0 650	600 50 0 650	500 50 0 550	100 0 0 100	0 0 0 0	0 0 0 0	600 50 0 650	0 0 0 0	600 50 0 650		No
00	F2	Ferry Terminal Painting and Structural Repair Project	06	S	0.10		PE RW CN Total	1/2019 7/2019		0 0 0 0		0 0 0 0	0 0 0 0	150 0 500 650	150 0 500 650	150 0 500 650	0 0 0 0	0 0 0 0	0 0 0 0	150 0 500 650	0 0 0 0	150 0 500 650		No
00	F3	Lummi Island Breakwater Replacement Terminal Modifications	06	P	0.10		PE RW CN Total	1/2019 7/2019	FBP	0 0 1,211 1,211		0 0 0 0	0 0 0 0	150 0 389 539	150 0 1,600 1,750	150 0 1,600 1,750	0 0 0 0	0 0 0 0	0 0 0 0	150 0 1,600 1,750	0 0 1,211 1,211	150 0 389 539		No
00	F4	Relocation of Gooseberry Terminal	06	P			PE RW CN Total	1/2019 1/2019		0 0 0 0		0 0 0 0	0 0 0 0	300 300 0 600	300 300 0 600	200 50 0 250	100 50 0 150	0 50 0 50	0 150 0 150	300 300 0 600	0 0 0 0	300 300 0 600		
Yearly Capital Construction																								
00	Y1	Various Bridges Rehabilitation/Replacement As prioritized	09 10	S	0.50		PE RW CN Total	1/2019		0 0 0 0		0 0 0 0	0 0 0 0	300 0 1,500 1,800	300 0 1,500 1,800	50 0 250 300	50 0 250 300	50 0 250 300	150 0 750 900	300 0 1,500 1,800	0 0 0 0	300 0 1,500 1,800		
00	Y2	Right of Way Acquisition Various locations		S			PE RW CN Total	1/2019		0 0 0 0		0 0 0 0	0 0 0 0	0 180 0 180	0 180 0 180	0 50 0 50	0 50 0 50	0 20 0 20	0 60 0 60	0 180 0 180	0 0 0 0	0 180 0 180		Yes
00	Y3	Unanticipated Site Improvements As prioritized	01 02 03 04 06, 12	S			PE RW CN Total	1/2019 1/2019		0 0 0 0		0 0 0 0	0 0 0 0	180 0 1,620 1,800	180 0 1,620 1,800	30 0 270 300	30 0 270 300	30 0 270 300	90 0 810 900	180 0 1,620 1,800	0 0 0 0	180 0 1,620 1,800		
00	Y4	Unanticipated Stormwater Quality Improvements Various locations	06 13	S			PE RW CN Total	1/2019 1/2019		0 0 0 0		0 0 0 0	0 0 0 0	120 0 225 345	120 0 225 345	100 0 0 100	5 0 45 50	5 0 45 50	10 0 135 145	120 0 225 345	0 0 0 0	120 0 225 345		
00	Y5	Unanticipated Non-motorized Transportation Improv Various locations	06 12 32	S			PE RW CN Total	1/2019 1/2019		0 0 0 0		0 0 0 0	0 0 0 0	60 0 540 600	60 0 540 600	10 0 90 100	10 0 90 100	10 0 90 100	30 0 270 300	60 0 540 600	0 0 0 0	60 0 540 600		
00	Y6	Fish Passage Project Various locations	06 13	P			PE RW CN Total	1/2021 1/2021		0 0 0 0		0 0 0 0	0 0 0 0	200 0 0 200	200 0 0 200	0 0 0 0	0 0 0 0	50 0 0 50	150 0 0 150	200 0 0 200	0 0 0 0	200 0 0 200		

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							PROJECT PHASE	MONTH / YEAR PHASE STARTS	FUNDING SOURCE INFORMATION FEDERAL FUNDS FEDERAL FUND CODE	FEDERAL COST BY PHASE	STATE FUNDS STATE FUND CODE	STATE FUNDS	OTHER REVENUES	LOCAL FUNDS	TOTAL	EXPENDITURE SCHEDULE YEAR 1 2019	YEAR 2 2020	YEAR 3 2021	Years 4th Thru 6th	TOTAL 2019-2024	Grant Total 2019-2024	Local Total 2019-2024	ENVIRON-MENTAL TYPE	R/W REQ? Y/N DATE COMPLETE MONTH / YEAR
00	Y7	**Swift Creek Transportation Impacts** Various projects related to Sumas Mountain/Swift Creek Slide	12	S			PE	1/2019		0		0	0	60	60	10	10	10	30	60	0	60		
							RW			0		0	0	0	0	0	0	0	0	0	0	0		
							CN	1/2019		0		0	0	540	540	90	90	90	270	540	0	540		
							Total			0		0	0	600	600	100	100	100	300	600	0	600		
00	Y8	**Railroad Crossing Improvements** Various locations	12 07	S			PE	1/2019		0		0	0	70	70	50	5	5	10	70	0	70		
							RW			0		0	0	0	0	0	0	0	0	0	0	0		
							CN	1/2019		0		0	0	230	230	150	15	15	50	230	0	230		
							Total			0		0	0	300	300	200	20	20	60	300	0	300		
							PE			0		0	0	8,752	8,752	4,870	2,017	1,195	670	8,752	0	8,752		
							RW			0		0	0	1,400	1,400	700	370	120	210	1,400	0	1,400		
							CN			8,209		1,000	0	21,251	30,460	13,935	5,730	7,510	3,285	30,460	9,209	21,251		
							Total			8,209		1,000	0	31,403	40,612	19,505	8,117	8,825	4,165	40,612	9,209	31,403		

425

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**)
Major Status Report on Ferry System
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**)

EXHIBIT "B"

Table 1

FERRY SYSTEM CURRENT AND REPLACEMENT VALUES - 2018

VESSELS

Current Statistics	*M/V Whatcom Chief*		
LENGTH (ft)	100		
BEAM (ft)	44		
DISPLACEMENT, FULL LOAD (long tons)	192		
YEAR BUILT	1962		
CAPACITY -- Passengers	100		
CAPACITY -- Vehicles (AEQ)	16		
CURRENT INSURED VALUE - 2018	$890,000		
TOTAL CURRENT VALUE - 2018[1]		**$890,000**	
Replacement Statistics			
YEAR	2024		
CAPACITY -- Passengers	150		
CAPACITY -- Cars	34		
REPLACEMENT VALUE	$15,000,000		
TOTAL - REPLACEMENT VALUE			**$15,000,000**

FACILITIES

LOCATION	YEAR BUILT	AMORTIZATION PERIOD	SCHEDULED REPLACEMENT/MODIFICATION YEAR	CURRENT BOOK VALUE[4]	ESTIMATED REPLACEMENT COST 2018 $'s [2]
Lummi Island Landing					
Transfer Span and Dock	1982	2022	2040	$195,000	$10,000,000
Dolphins/Wingwall/Breakwater	1978	2018	2024	$1,105,239	$7,000,000
Upland Facilities	1978	2018	2024	$60,000	$4,000,000
Subtotal - Lummi Island Landing				**$1,360,239**	**$21,000,000**
Gooseberry Point Landing					
Transfer Span and Dock	1987	2027	2024-2030	$326,000	$23,500,000
Dolphins/Wingwall[3]	2013, 2014	2053, 2054	2024-2030	$2,945,405	$3,000,000
Upland Facilities				$0	$9,000,000
Subtotal - Gooseberry Point Landing				**$3,271,405**	**$35,500,000**
TOTAL FACILITIES VALUE				**$4,631,644**	**$56,500,000**
TOTAL VESSEL & FACILITIES VALUE				**$5,521,644**	**$71,500,000**

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)

Table 2

Lummi Island Ferry 14-Year Capital Program All $ in 000's Revenues 2019-2025							
Category	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
Punch Card Fares (3)	$ 1,297	$ 1,310	$ 1,337	$ 1,363	$ 1,391	$ 1,418	$ 1,447
Cash Fares (4)	324	328	334	341	348	355	362
(Memo 55% of Operating Cost) (1)	1,621	1,638	1,671	1,704	1,738	1,773	1,808
MVFT Deficit Subsidy	275	275	275	275	275	275	275
County Road Fund Operating Subsidy	1,500	1,464	1,768	1,546	1,582	1,619	1,657
Federal Ferry Boat Program Funds	1,250	-	621	600	-	-	-
Total Revenues	4,647	3,377	4,335	4,125	3,595	3,667	3,741
Total Expenditures (2)	6,534	3,503	3,980	3,485	3,565	28,499	6,183
Net Unfunded	1,887	126	(355)	(640)	(30)	24,831	2,442

Lummi Island Ferry 14-Year Capital Program All $ in 000's Revenues 2026-2032							
Category	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
Punch Card Fares	$ 1,476	$ 1,505	$ 1,535	$ 1,566	$ 1,597	$ 1,629	$ 1,662
Cash Fares	369	376	384	392	399	407	415
(Memo 55% of Operating Cost) (1)	1,845	1,882	1,919	1,958	1,997	2,037	2,077
MVFT Deficit Subsidy	275	275	275	275	275	275	275
County Road Fund Operating Subsidy	1,697	1,737	1,778	1,820	1,864	1,909	1,954
Federal Ferry Boat Program Funds	-	-	-	-	-	-	-
Total Revenues	3,817	3,893	3,972	4,053	4,135	4,221	4,307
Total Expenditures (2)	8,271	3,860	3,951	4,045	4,141	27,743	13,343
Net Unfunded	4,454	(34)	(21)	(8)	6	23,522	9,036

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							
Category	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
Operating Expenses							
Vessel Operations							
Personnel	1,400	1,428	1,457	1,486	1,515	1,546	1,577
Fuel & Operating Supplies	770	793	817	841	867	893	919
Insurance	62	64	66	68	70	72	74
Other Operating Expenses	120	125	130	135	140	146	152
Total Vessel Operations	2,352	2,410	2,469	2,530	2,592	2,656	2,722
Other Operations							
Administration	440	340	347	354	361	368	375
Parking Lots							
Lummi Island	10	10	10	11	11	11	11
Gooseberry Pt.	5	5	5	5	5	6	6
Staging Areas							
Lummi Island	28	29	30	31	32	32	33
Gooseberry Pt.	9	9	10	10	10	10	11
Docks							
Lummi Island	100	70	71	73	74	76	77
Gooseberry Pt.	390	380	388	395	403	411	420
Ticketing Improvements			500	25	25	26	26
Queue Monitoring			100	2	2	2	2
Total Operating Expenses	3,334	3,253	3,930	3,435	3,515	3,599	3,683
Capital Expenditures							
Structural Steel Repair and Painting at Both Terminals	650						
Lummi Island Breakwater Replacement	1,750						
Replacement of Whatcom Chief & Terminal Modifications							
Design	500	100					
Right of Way	50						
Boat Construction						14,350	
Marine Structures Modifications Construction (both terminals)						9,000	
Upland Improvements at Lummi Island						1,500	
Structural Repair at existing Gooseberry Point Terminal							
Relocation of Gooseberry Point Terminal							
Environmental Review	200	100					
Right of Way	50	50	50	50	50	50	50
Design/Permitting							2,500
Terminal Construction							
Upland Improvements/Parking Expansion							
Total Capital Program Costs	3,200	250	50	50	50	24,900	2,550
Total Costs	6,534	3,503	3,980	3,485	3,565	28,499	6,233

Lummi Island Ferry 14-Year Capital Program All in 000's Table 3 Expenditures 2026-2032 Page 2							
Category	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
Operating Expenses							
Vessel Operations							
Personnel	1,608	1,640	1,673	1,707	1,741	1,776	1,811
Fuel & Operating Supplies	947	975	1,005	1,035	1,066	1,098	1,131
Insurance	76	79	81	83	86	88	91
Other Operating Expenses	158	164	171	178	185	190	196
Total Vessel Operations	2,789	2,859	2,929	3,002	3,077	3,152	3,229
Other Operations							
Administration	383	391	398	406	414	423	431
Parking Lots							
Lummi Island	11	12	12	12	13	13	13
Gooseberry Pt.	6	6	6	6	7	7	7
Staging Areas							
Lummi Island	34	35	37	38	39	40	41
Gooseberry Pt.	11	11	12	12	12	18	19
Docks							
Lummi Island	79	80	82	84	85	87	89
Gooseberry Pt.	428	437	445	454	463	472	482
	27	27	28	28	29	29	30
	2	2	2	2	2	2	2
Total Operating Expenses	3,771	3,860	3,951	4,045	4,141	4,243	4,343
Capital Expenditures							
Structural Steel Repair and Painting at Both Terminals							
Lummi Island Breakwater Replacement							
Replacement of Whatcom Chief & Terminal Modifications							
Design							
Right of Way							
Boat Construction							
Marine Structures Modifications Construction (both terminals)							
Upland Improvements at Lummi Island							
Structural Repair at existing Gooseberry Point Terminal	4,500						
Relocation of Gooseberry Point Terminal							
Environmental Review							
Right of Way	50	50	50	50	50	50	50
Design/Permitting							
Terminal Construction						23,500	
Upland Improvements/Parking Expansion							9,000
Total Capital Program Costs	4,550	50	50	50	50	23,550	9,050
Total Costs	8,321	3,910	4,001	4,095	4,191	27,793	13,393

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018 – 239

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	Council	8/1/2018		9/11/2018	Introduction
Division Head:				9/25/2018	Council
Dept. Head:					
Prosecutor:					
Purchasing/Budget:					
Executive:					

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	**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.)***

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:

9/11/2018: Introduced 7-0

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

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

RECEIVED

AUG 01 2018

WHATCOM COUNTY COUNCIL

JACK LOUWS
County Executive

COUNCILMEMBERS:
Timothy Ballew II
Barbara E. Brenner
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Satpal Sidhu

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: 3606712227 Evening Telephone: Cell Phone: 2067538368

E-mail address: CLARK-CAMPBELL@GEARAID.COM

1. Name of board or committee-**please see reverse**: COUNTY BUSINESS & COMMERCE ADVISORY COMMITTEE
2. You must specify which position you are applying for. **Please refer to vacancy list.** RECREATION BUSINESS SECTOR ADVISOR
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.

SEE LINKEDIN PROFILE: WWW.LINKEDIN.COM/IN/CLARK-CAMPBELL-6932130/

CURRENT: PRESIDENT - GEAR AID INC.

PRIOR: VP OPERATIONS - OUTDOOR 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): TODD ELSWORTH - CO-EXEC DIRECTOR RECREATION NORTHWEST - 360-739-8458 / JOE HOPPIS - HOPPIS REALESTATE LLC 360-820-1777

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 - WWW.OUTDOORINDUSTRY.ORG - FAIR LABOR WORKING GROUP - SERVED AS CHAIRPERSON FOR A 2 YEAR TERM
- SUSTAINABILITY WORKING GROUP - PARTICIPANT / 1 YEAR

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-267

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	SM	9/12/18	RECEIVED SEP 17 2018 WHATCOM COUNTY COUNCIL	9/25/18	Council
Division Head:					
Dept. Head:					
Prosecutor:					
Purchasing/Budget:					
Executive:		9/17/18			

TITLE OF DOCUMENT: Appointments to the Whatcom County Veteran's Advisory Board

ATTACHMENTS: Applications for Appointment; 9/11/18 Memorandum re nominations

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.)*

County Executive Jack Louws requests confirmation of his appointments of Lynne Graham and Andrea Vance to the Whatcom County Veteran's Advisory Board.

COMMITTEE ACTION:	COUNCIL ACTION:

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

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

WHATCOM COUNTY
Health Department

Regina A. Delahunt
Director

Greg Stern, M.D.
Health Officer

OK
MAKE IT
HAPPEN

TO: Jack Louws, County Executive

FROM: Elizabeth Harmon-Craig, Veterans Specialist

DATE: September 11, 2018

RE: Nomination for Initial Appointment to the Veterans' Advisory Board

---

Two positions on our Veterans Advisory Board (VAB) are currently vacant due to two resignations. Ms. Heather Mueller resigned to move out of state to care for her family. Mr. Christopher Brown has chosen to resign in order to pass his position to Ms. Lynne Graham (a fellow Vet Center colleague.) This office would like to recommend Ms. Lynne Graham and Ms. Andrea Vance for appointment to the VAB to fulfill these vacant positions.

Ms. Lynne Graham is a 20 year veteran of the Air Force who has volunteered at the Vet Center as a Veterans Service Officer for the past three years. Ms. Graham also interns at the Vet Center in Bellingham as part her Masters of Social Work Program through the University of Washington. Ms. Graham is expected to hire on at the Vet Center as the Military Sexual Trauma counselor at the completion of her degree. Ms. Graham's position on the Board would continue representation of the Vet Center in Whatcom County Veterans' policy planning.

Ms. Andrea Vance is an Army combat Veteran of Operation Joint Endeavor. She has worked within the Veterans Affairs system for the past fifteen years at all levels from clinician to homeless housing case management. She currently works locally with veterans as a therapist under the Veterans Affairs' CHOICE Program. Her experience and knowledge of the Veterans Affairs Administration will be extremely helpful in crafting future programs.

Both Ms. Graham and Ms. Vance bring a breadth of experience and diverse background to our Veterans Advisory Board. Their input will be essential in planning future programs for Whatcom County veterans.

Thank you for considering these recommendations for appointment.

JACK LOUWS
County Executive

RECEIVED
DEC 07 2017
JACK LOUWS
COUNTY EXECUTIVE

COUNCILMEMBERS:
Barbara E. Brenner
Rud Browne
Barry Buchanan
Todd Donovan
Ken Mann
Satpal Sidhu
Carl Weimer

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Lynne Graham Date: 11/30/2017

Street Address: 174 Harbor View Dr.

City: Bellingham Zip Code: 98229

Mailing Address (if different from street address): same

Day Telephone: _____ Evening Telephone: _____ Cell Phone: 850-862-9835

E-mail address: castle4224@hotmail.com

1. Name of board or committee-**please see reverse**: Veteran Advisory Board
2. You must specify which position you are applying for. **Please refer to vacancy list.** Board Member
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? **(If applicable, please refer to vacancy list.)** (X) yes ( ) no
4. Which Council district do you live in? ( ) One ( ) Two (X) Three ( ) Four ( ) Five
5. Are you a US citizen? (X) yes ( ) no
6. Are you registered to vote in Whatcom County? (X) yes ( ) no
7. Have you ever been a member of this Board/Commission? ( ) yes (X) no
   If yes, dates: _____
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) yes (X) no
   If yes, please explain: _____
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ( ) yes (X) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.
    please see attached resume

11. Please describe why you're interested in serving on this board or commission: I want to become a stronger advocate & supporter of our veteran community & to help maintain a direct line of communication & education to the vets in our county as a Veteran Service Officer & Veteran Group Facilitor about programs and opportunities especially to the female vet populato

References (please include daytime telephone number): Mike Novotny 360-733-9224
Jim Pace 360-733-9224

Signature of applicant: Lynne Graham

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.

3/2017

Lynne Graham
174 Harbor View Drive Bellingham WA 98229
850-862-9835 castle4224@hotmail.com

SUMMARY

- Retired United States combat veteran and senior leader with 20 years of service transitioning from active duty to Social Work

EDUCATION

- Masters in Social Work, University of Washington, WA — Present
- Bachelor of Science, Political Science, Troy University, AL — June 2009
- Associates of Applied Science, Air University, AL — Jan 2005
- Associate in Arts, Social Science, Yuba College, CA — May 2001
- Air Force Leadership Schools, Air University, AL — Dec 2011

TRAINING/CERTIFICATION

- Commercial Sexual Exploitation of Children, Suicide Awareness/Prevention, Equal Opportunity/Prevention of Sexual Assault, Free Exercise of Religion, Sexual Assault Prevention and Response, Culture/Diversity, Combating Trafficking in Persons, Domestic Violence/Sexual Assault Advocacy, Process Improvement, Leading Teams with Emotional Intelligence, Change Management, Professional Management, Operational Risk Management for Leaders

EMPLOYEMENT HISTORY: United States Air Force — Oct 1994-Jan 2015

Superintendent, Chemical-Biological Defense Systems Branch

- Led Air Force wide inventory that procured over $850,000 in life-saving chemical warfare defense equipment for aircrews and saved $500,000 via redistribution

Superintendent, 9th Physiological Support Squadron

- Developed policies and procedures, authored emergency response regulations, checklists and training plans for flightline technicians creating standardize programs

Section Chief, Full Pressure Suit Education and Training

- Managed the Department of Defense's only Full Pressure Suit education course, developed and implemented a 9-week training plan for newly assigned personnel which reduced prior certification time by 33% and saved 212 instructor man hours annually

LEADERSHIP EXPERIENCE

Air Force Senior Non-Commissioned Officer (SNCO) Honorably Discharged (retired)

- Led activities of 103 personnel to include effectively managing training and certification requirements, scheduling and completion of daily tasks, managed $40M in assets, 9 sections with different specialties
- Instituted new operational programs, configured new work spaces, established supply chains within strict budget constraints and timeline requirements
- Served as Executive Leadership's communication liaison for the Base Crisis Action team, responsible for maintaining vital communication link between organization and leadership during emergency situations

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	Andrea
Last Name	Vance
Date	12/28/2017
Street Address	2200 22nd St
City	Bellingham
Zip	98225
Do you live in & are you registered to vote in Whatcom County?	Yes
Do you have a different mailing address?	YES
Mailing Address	336 36th St, PMB 647 Bellingham, WA 98225
Primary Telephone	5033096975
Secondary Telephone	360-755-2523
Email Address	andrea.vance@outlook.com
1. Name of Board or Committee	**Veteran's Advisory Board**
2. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying?	Yes
3. Which Council district do you live in?	District 1
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	avresume.pdf – attached
9. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education	I am a licensed, Master's level Social Work professional with over 15 years of experience working with Veterans in housing, medical, mental health and substance abuse treatment. I am also a Veteran, having served in the Oregon National Guard for ten years, as well as deployed overseas on Active Duty during Operation Joint Endeavor. I feel am uniquely qualified to serve on the Veterans Advisory Board as a social worker who is committed to social justice, a Veteran, a woman and a mental health professional who has worked for the VA most of my career. As a health care provider and housing advocate, I understand the resources available to Veterans in our county along with the barriers to access these resources. I think the combination of my professional and personal experiences make me an excellent candidate for the Veterans Advisory Board.
10. Please describe why you're interested in serving on this board or commission	As a relatively new arrival to Whatcom County (2013), I am working to become more involved in my neighborhood and my community. I feel the voice of a female Veteran on the County Veteran Advisory Board is not only desirable, but crucial as the Board advises the County Council and County Executives on the needs of the Veterans of Whatcom county. Often, the experiences and needs of female Veterans are overlooked by both the VA and agencies serving these Veterans and their families. As someone who is a strong advocate for female Veterans, who is a Veteran myself and who has been a provider for Veterans, I feel I can speak to the specific needs of female Veterans. The number of female Veterans is expected to double by 2045, while the number of male Veterans are expected to drop by half. It will be even more important to consider carefully the needs of female Veterans and their families in the future. I would welcome the chance to continue my advocacy work for Veterans at the county level, and to have a chance to influence policy and effect change for some of the most vulnerable Veterans of Whatcom County.
References (please include daytime telephone number):	Dane Olsen, combat Veteran and VA HUD/VASH (Housing) Social Worker at Seattle VA - 206-450-4219 Megan Herrenkohl, VA HUD/VASH (Housing) Social Worker at Seattle VA - 206-786-1409
Signature of applicant:	Andrea Vance
Place Signed / Submitted	Bellingham, WA

ANDREA VANCE

2200 22nd St. Bellingham, WA 98225 | 503-309-6975 | andrea.vance@outlook.com

SUMMARY OF QUALIFICATIONS

Licensed Independent Social Work professional with over 15 years of experience providing patient focused therapeutic interventions including crisis management, risk assessment, individual and group therapy, expert consultation, utilization management, individualized case management and care coordination. Specialization in advocacy for Veterans and treatment/care coordination of issues specific to the Veteran population, including VA eligibility and benefits.

Strong assessment and treatment coordination skills; solid knowledge of local, state and national social service resources and experience with complex situations requiring creative problem solving. Comfortable working in multiple settings (inpatient, outpatient, crisis, home based) with clients from a wide array of socio-economic backgrounds and with issues including medical, mental health, substance abuse and social components.

Skilled in program evaluation/implementation, graduate student supervision and supervision for licensure.

PROFESSIONAL EXPERIENCE

Behavioral Health Utilization Management Clinician, Clinical Services Team January 2016 to present
Cambia Health Solutions – Burlington, WA
Performs utilization review and care management for Behavioral Health, including substance abuse services provided to members. Ensures that medical necessity and quality of care guidelines are met across all levels of service, from acute care to outpatient services. Ensures that NCQA, URAC and HIPAA standards are met, assists in coordination of care as necessary, including discharge planning and referrals. Familiar with InterQual, MCG (Milliman) and other managed care guidelines. Effectively manages workflow and prioritizes tasks in a high volume, fast paced work environment.

Social Worker, Community Housing and Outreach Services October 2014 to December 2015
VA Puget Sound Health Care System – Everett, WA
Provided intensive case management support for Veterans and their families in the Housing and Urban Development Veterans Affairs Supportive Housing program, including outreach, referrals and care coordination for homeless Veterans of all eras (WWII to present) in Snohomish, Island, Skagit and Whatcom counties.

Senior Social Worker, Primary Care Mental Health Team April 2013 to October 2014
VA Puget Sound Health Care System – Mount Vernon, WA
As a collaborative member of the Primary Care and Mental Health teams, provided assessment and therapeutic services for Veterans in a large Community Based Outpatient Clinic. Provided consultation/education to medical staff regarding the behavioral health needs of patients and how behavioral health issues impact medical issues/treatment and continuity of care. Provided individual, couples, group and telehealth remote counseling services. Evaluated patients for access to acute care services through Psychiatric Emergency Services (PES) at Seattle VA Hospital.

Senior Social Worker, Primary Care Mental Health Integration April 2012 to April 2013
VA Montana Health Care System - Kalispell, MT
Implemented Primary Care Mental Health Integration program in a Community Based Outpatient Clinic (CBOC) serving 5,000 Veterans in a rural community. Provided direct patient care in Behavioral Health, both onsite and offsite using Telehealth technology and provided consultative and educational services to Primary Care multi-disciplinary teams. Provided local support for Military Sexual Trauma outreach project and screening of *The Invisible War*.

Emergency Department Social Worker, Chaplain and Social Work Service August 2009 to April 2012
Portland VA Medical Center, Chaplain and Social Work Service - Portland, OR
Provided assessment, referral, care coordination and discharge planning for Veterans as part of a multi-disciplinary team in a busy ER setting. Performed mental health, substance use and cognitive evaluations, consulted with law enforcement and state agencies to protect vulnerable patients. As Living Renal Donor Advocate, worked with living renal donors to ensure appropriate care and adherence to UNOS guidelines. Provided supervision for graduate level interns.

Home Health Social Worker April 2008 to August 2009

Portland VA Medical Center, Home Based Primary Care – Portland, OR

Provided independent assessment of patients in the home setting, including mental health and cognitive Evaluations. Provided structured case management, advocacy and resource brokering with care coordination as part of a multi-disciplinary team including nurses, physicians, occupational and physical therapists and other allied health professionals.

Primary Care Social Worker July 2007 to April 2008

Portland VA Medical Center, Primary Care Clinic - Portland, OR

Provided independent assessment and intervention for primary care patients seeking assistance with a variety of social, psychological, and medical issues. Provided social work consultation to Traumatic Brain Injury (TBI) and Geriatric specialty clinics, provided case management services as a member of a multi-disciplinary team including referrals to housing, mental health, occupational, legal, social and spiritual community/VA resources.

Substance Abuse counselor (Social Worker) July 2003 to July 2007

Portland VA Medical Center, Substance Abuse Treatment Program - Portland, OR

As part of a multi-disciplinary team, provided assessment, evaluation and treatment for veterans attending outpatient substance abuse treatment program using evidence based treatment modalities including Dialectical Behavioral Therapy, Rational Emotive Therapy, Gorski's Relapse Prevention techniques and Motivational Interviewing. Provided case management services including referrals to appropriate housing, mental health, occupational, legal, social and spiritual community/VA resources.

Therapist/Social Work Intern September 2002 to May 2003

Portland VA Medical Center, Mental Health Clinic – Portland, OR

Worked collaboratively with VA Mental Health care providers/programs to provide individual, couples, group and family therapy for veterans and eligible others experiencing a variety of psychiatric or social problems. Referred clients to VA and community resources as needed, and provided case management where indicated.

Case Manager November 2000 to January 2003

Transition Projects, Rehabilitation Services for Homeless Veterans (RSHV) - Portland, OR

Served as a Veteran's Administration liaison for a community shelter provider, provided case management and resource referral services to homeless Veterans including mental health, social, legal and employment needs.

EDUCATION

Masters of Social Work, Portland State University, Graduate School of Social Work, Portland, OR 2003
Bachelor of Science in Psychology, Portland State University, Portland, OR 2001

LICENSURE/CERTIFICATION

Unrestricted licensure to practice as an Independent Licensed Clinical Social Worker in WA and OR
Ability to provide supervision towards LICSW/LCSW licensure
Post-graduate training in Cognitive Behavioral Therapy, Cognitive Processing Therapy, Dialectical Behavioral Therapy, Problem Solving Training and Solution Focused Brief Therapy

CIVIC and VOLUNTEER ACTIVITIES

Oregon Army National Guard, 1991 to 2000; Active Duty Army, Operation Joint Endeavor, 1996 to 1997
Project Homeless Connect 2006, 2007, 2008, 2012, 2015
Precinct Caucus Chair 2016
Volunteer, Historic Fairhaven Association 2017
Member Disabled American Veterans (DAV)

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018 – 258

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:		9/11/2018		9/25/2018	Introduction
Division Head:					
Dept. Head:					
Prosecutor:					
Purchasing/Budget:					
Executive:					

TITLE OF DOCUMENT:

Appointment fill vacancy on Lake Whatcom Stormwater Utility Advisory Committee

ATTACHMENTS:

Application - Nancy Alyanak

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.)***

Applicant: Nancy Alyanak
1 Vacancy - Applicant must be a geographically representative from within the Lake Whatcom Stormwater Utility Service Area. Applicants must maintain a primary residence within the service area. (See Map)
All terms will last until the Lake Whatcom Stormwater Utility rate structure is established.
The committee will represent rate payers in the Lake Whatcom Stormwater Utility Service Area and advise Whatcom County Public Works staff and the Whatcom County Council on recommended rate structure options and a funding mechanism.

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.

JACK LOUWS
County Executive

RECEIVED
AUG 27 2018
WHATCOM COUNTY COUNCIL

COUNCILMEMBERS:
Timothy Ballew II
Barbara E. Brenner
Rud Browne
Barry Buchanan
Tyler Byrd
Todd Donovan
Satpal Sidhu

APPLICATION FOR APPOINTMENT TO WHATCOM COUNTY BOARDS AND COMMISSIONS

PLEASE PRINT LEGIBLY and COMPLETE ALL ITEMS

Name: Nancy Alyanak Date: August 24, 2018

Street Address: 4 Sandalwood Cir.

City: Bellingham Zip Code: 98229

Mailing Address (if different from street address):

Day Telephone: 360-393-4188 Evening Telephone: 360-393-4188 Cell Phone:

E-mail address: bc98229@comcast.net

1. Name of board or committee-**please see reverse**: Lake Whatcom Stormwater Utility Advisory Committee
2. You must specify which position you are applying for. **Please refer to vacancy list.** I am applying for the geographic representative vacancy
3. Do you meet the residency, employment, and/or affiliation requirements of the position for which you're applying? (**If applicable, please refer to vacancy list.**) (x) yes ( ) no
4. Which Council district do you live in? ( ) One ( ) Two (x) Three ( ) Four ( ) Five
5. Are you a US citizen? (x) yes ( ) no
6. Are you registered to vote in Whatcom County? (x) yes ( ) no
7. Have you ever been a member of this Board/Commission? ( ) yes (x) no

   If yes, dates:
8. Do you or your spouse have a financial interest in or are you an employee or officer of any business or agency that does business with Whatcom County? ( ) yes (x) no

   If yes, please explain:
9. Have you declared candidacy (as defined by RCW 42.17A.055, see instructions) for a paid elected office in any jurisdiction within the county? ( ) yes (x) no

You may attach a résumé or detailed summary of experience, qualifications, & interest in response to the following questions.

10. Please describe your occupation (or former occupation if retired), qualifications, professional and/or community activities, and education.

I am a licensed Professional Geoscientist (TX #1176) with two geology degrees (B.A.& M.S.) and 30+ years industry experience. After retiring here in 2006, I became interested in where the phosphorus load in Lake Whatcom comes from and why there is so much of it. I have written numerous public comments to Council and DOE on the subject and regularly attend LWPG and SWWS sessions. I have attended all of the committee meetings to date.

11. Please describe why you're interested in serving on this board or commission:

My goal is a fee formula that reflects a property's stormwater impact and will be seen as equitable by area residents. The current effort to place most of the fee on impervious surface focuses on roofs and places the cost burden mostly on homeowners. There are other more equitable choices in fee structure.

References (please include daytime telephone number):

I think the council members have enough information about me to make a decision without adding references.

Signature of applicant: Nancy Alyanak

THIS IS A PUBLIC DOCUMENT: As a candidate for a public board or commission, the above information will be available to the County Council, County Executive, and the public. All board and commission members are expected to be fair, impartial, and respectful of the public, County staff, and each other. Failure to abide by these expectations may result in revocation of appointment and removal from the appointive position.

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-268

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	GSS	9/7/18	RECEIVED SEP 17 2018 WHATCOM COUNTY COUNCIL	9/25/18	Council/Introduction
Division Head:	GSS	9/7/18		10/9/18	Public Hearing
Dept. Head:		9/12/18			
Prosecutor:	KNF	9/10/18			
Purchasing/Budget:					
Executive: TM		9/17/18			

TITLE OF DOCUMENT:

Resolution adopting the Six-Year Water Resources Improvement Program (WRIP), 2019-2024

ATTACHMENTS:

- **Memorandum**
- **Resolution**
- **Six-Year WRIP, 2019-2024**
- **Project Narratives**

SEPA review required? ( ) Yes (X) NO *SEPA review completed?* ( ) Yes ( ) NO	*Should Clerk schedule a hearing?* (X) Yes ( ) NO *Requested Date: October 9, 2018 (public hearing required under RCW 86.15.120)*

SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:

Resolution by the Whatcom County Flood Control Zone District Board of Supervisors adopting the Six-Year Water Resources Improvement Program (WRIP) for 2019-2024. The adoption by resolution is pursuant to the Revised Code of Washington (RCW 86.15.110).

COMMITTEE ACTION:	COUNCIL ACTION:

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

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

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

JON HUTCHINGS
Director

NATURAL RESOURCES
322 N. Commercial St., Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

MEMO

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

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary Stoyka, Natural Resources Program Manager

DATE: September 12, 2018

RE: Six-Year Water Resources Improvement Program (WRIP), 2019-2024

Requested Action:
Public Works requests that the 2019-2024 Six-Year Water Resources Improvement Program (WRIP) resolution and its associated exhibits be introduced at the County Council/Flood Control Zone District meeting on September 25, 2018. We then request that a public hearing be advertised for and held at the October 9, 2018 County Council/Flood Control Zone District meeting, with the resolution potentially adopted at said meeting.

Background and Purpose:
Each year the County updates its Six-Year Water Resources Improvement Program (WRIP) in accordance with RCW 86.15.110.

Information:
Memorandum to County Executive and Council
Exhibit "A" – Resolution adopting the 2019-2024 Water Resources Improvement Program
Exhibit "B" – 2019-2024 Water Resources Improvement Program
Exhibit "C" – Project Narratives

PROPOSED BY: _____

INTRODUCED: 9/25/18

RESOLUTION NO. _____

(A Resolution of the Whatcom County Flood Control Zone District Board of Supervisors)

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT
SIX-YEAR WATER RESOURCES IMPROVEMENT PROGRAM
FOR THE YEARS 2019 THROUGH 2024

WHEREAS, pursuant to RCW 86.15.110, flood control or storm water control improvements may be extended, enlarged, acquired, or constructed by a zone pursuant to a resolution adopted by the Board of Supervisors; and

WHEREAS, Whatcom County Public Works Department on behalf of the Flood Control Zone District has prepared a Six-Year Water Resources Improvement Program for adoption; and

WHEREAS, pursuant to RCW 86.15.120, the supervisors shall hold a public hearing prior to adopting the resolution; and

WHEREAS, the Six-Year Water Resources Improvement Program attached hereto as Exhibit "A" has been reviewed and determined to be consistent with the County's comprehensive plan and is consistent with the following plans:

- Lower Nooksack River Comprehensive Flood Hazard Management Plan, October 1999
- Jones Creek Debris Flow Study, March 2004
- WRIA 1 Salmon Recovery Plan, October 2005
- Birch Bay Comprehensive Stormwater Plan, July 2006
- Lake Whatcom Comprehensive Stormwater Plan, March 2008
- Lake Samish Basin Comprehensive Stormwater Plan, July 2012
- Swift Creek Sediment Management Action Plan, July 2013
- Lake Whatcom Management Program 2015-2019 Work Plan, April 2015
- Nooksack River System-Wide Improvement Framework, June 2016; and

WHEREAS, pursuant to RCW 86.15.110, for constructed improvements the preliminary engineering studies are on file with the Whatcom County Public Works Department; and

WHEREAS, pursuant to RCW 86.15.110, the estimated cost of the acquisition or construction of the improvement, together with supporting data is included in the Six-Year Water Resources Improvement Program; and

WHEREAS, the improvements will benefit one or more zones, subzones and the county as a whole;

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

That the Whatcom County Flood Control Zone District Six-Year Water Resources Improvement Program for the years 2019 through 2024, which is attached hereto as Exhibit "A", is hereby adopted.

APPROVED this _____ day of _____, 2018.

ATTEST:

Flood Control Zone District Board of Supervisors
WHATCOM COUNTY, WASHINGTON

_____
Dana Brown-Davis, Clerk of the Council

_____
Rud Browne, Chair

APPROVED AS TO FORM:

_____
Christopher Quinn, Senior Civil Deputy Prosecutor

Royce Buckingham

452

Item No.	Project Description	Database ID No.	BES	Previous Expenditures			2019			2020			2021			2022			2023			2024			Total
				Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	
	LAKE WHATCOM STORMWATER																								
1	**Agate Heights Estate/Bay Lane, Phases 2** (LW CSP# CIP-11, CIP-12): System upgrades to improve water quality--bioinfiltration swales, reduce ditch erosion, media filter drains, and treatment vaults	07-102	60.5	PE	$ 150,000	REET	PE	$ 50,000	REET	PE			PE			PE			PE			PE			$ 900,000
				PE			PE			PE			PE			PE			PE			PE			
				RW			RW			RW			RW			RW			RW			RW			
				CN			CN	$ 700,000	REET	CN			CN			CN			CN			CN			
2	**Northshore Drive,Edgewater Lane** (LW CIP-18): System upgrades to improve water quality-biofiltration swales, reduce ditch erosion	14-002	62.2	PE			PE	$ 160,000	REET	PE			PE			PE			PE			PE			$ 620,000
				PE			PE			PE			PE			PE			PE			PE			
				RW			RW	$ 10,000	REET	RW			RW			RW			RW			RW			
				CN			CN			CN	$ 450,000	REET	CN			CN			CN			CN			
3	**Silver Beach Creek** (LW CSP# CIP-04, CIP-06): Main channel restoration below Hillsdale using natural vegetation	07-095	60.5	PE			PE	$ 20,000	REET	PE	$ 100,000	REET	PE	$ 30,000	REET	PE	$ 120,000	REET	PE			PE			$ 1,160,000
				RW			RW	$ 10,000	REET	PE			PE			RW	$ 20,000	REET	RW			RW			
				CN			CN			RW			CN	$ 260,000	REET	CN			CN			CN	$ 600,000	REET	
4	**Sudden Valley** (LW CSP# CIP-16, CIP-17): Drainage systems upgrades and outfall retrofits	13-004	46.3	PE			PE	$ 15,000	REET	PE	$ 30,000	REET	PE	$ 120,000	REET	PE			PE			PE			$ 750,000
				PE			PE			PE			PE			PE			PE			PE			
				RW			RW			RW	$ 10,000	REET	RW			RW			RW			RW			
				CN			CN			CN			CN			CN	$ 575,000	REET	CN			CN			
5	**Lowell Drive and Cedarbrook Court** (LW CIP-19): Construction 2022. End of pipe, media filtration, and natural drainage system improvements	14-003	62.2	PE			PE			PE			PE	$ 125,000	REET	PE	$ 75,000	REET	PE			PE			$ 790,000
				PE			PE			PE			PE			PE			PE			PE			
				RW			RW			RW			RW	$ 10,000	REET	RW			RW			RW			
				CN			CN			CN			CN			CN			CN	$ 580,000	REET	CN			
6	**Glen Cove Lane/Lakeside Street** (LW CIP-20): Construction 2023. System upgrade to improve water quality-bioinfiltration swales, filter vaults, media filter drains, and rain gardens	15-002	58.2	PE			PE			PE			PE			PE	$ 125,000	REET	PE	$ 75,000	REET	PE			$ 620,000
				PE			PE			PE			PE			PE			PE			PE			
				RW			RW			RW			RW			RW	$ 10,000	REET	RW			RW			
				CN			CN			CN			CN			CN			CN			CN	$ 410,000	REET	
7	**South Bay Drive:** Constuction 2024. System upgrades to improve water quality -biofiltration swales, reduce ditch erosion	16-010	62.2	PE			PE			PE			PE			PE			PE	$ 125,000	REET	PE	$ 75,000	REET	$ 220,000
				PE			PE			PE			PE			PE			PE			PE			
				RW			RW			RW			RW			RW			RW	$ 20,000	REET	RW			
8	**Strawberry Point/Lake Whatcom Blvd:** Constuction 2025. System upgrades to improve water quality-vaults, biofiltration swales, channel restoration	17-001	62.2	PE			PE			PE			PE			PE			PE			PE	$ 125,000	REET	
				PE			PE			PE			PE			PE			PE			PE			$ 125,000
				RW			RW			RW			RW			RW			RW			RW			
				CN			CN			CN			CN			CN			CN			CN			
	BIRCH BAY WATERSHED & AQUATIC RESOURCES MANAGEMENT																								BBWARM
9	**Birch Bay Drive Outfall Improvement (PW-3) & Birch Bay Drive & Petticote Lane Storm Drain Improvements (PW-2):** Replace CBs, upsize pipes, clean and re-establish roadside ditches on Birch Bay Drive from Holeman Aveune to Pt. Whitehorn Rd	07-242	37.8	PE	$ 137,000		PE	$ 122,500	BBWARM	PE			PE			PE			PE			PE			$ 1,064,500
				RW			RW	$ 10,000	BBWARM	RW			RW			RW			RW			RW			
				CN			CN	$ 200,000	REET	CN			CN			CN			CN			CN			
				CN	$ 50,000		CN	$ 545,000	BBWARM	CN			CN			CN			CN			CN			
10	**Harborview Road Drainage Improvements Phase 1** (CR-1): Install new low-level system along Birch Bay Drive (CR-2, HL-1): Upsize culverts and install new high level system along Harborview Road to carry upland water directly to Birch Bay	07-217	52.0	PE	$ 269,000		PE	$ 36,000	BBWARM	PE	$ 200,000	BBWARM	PE			PE			PE			PE			$ 1,685,000
				RW	$ 30,000		RW			RW	$ 30,000	BBWARM	RW			RW			RW			RW			
				CN			CN			CN	$ 200,000	REET				CN			CN			CN			
				CN			CN			CN	$ 920,000	BBWARM	CN			CN			CN			CN			
11	**Lora Lane Drainage & Tide Gate Modifications (TC1-2):** Replace existing tide gate structure and repair embankment, install Type 2 CB and culvert under Birch Bay Drive	18-008	42.5	PE			PE	$ 66,000	BBWARM	PE	$ 34,500	BBWARM	PE	$ 15,000	BBWARM	PE			PE			PE			$ 450,500
				RW			RW			RW			CN	$ 200,000	REET	RW			RW			RW			
				CN			CN			CN			CN	$ 135,000	BBWARM	CN			CN			CN			
12	**Semiahmoo Drive Drainage Improvements - North** (BP-2): Upsize culverts and re-establish roadside ditch on east side of Semiahmoo Drive	18-009	50.3	PE			PE			PE	$ 50,000	BBWARM	PE			PE			PE			PE			$ 200,000
				RW			RW			RW			RW			RW			RW			RW			
				CN			CN			CN			CN			CN	$ 150,000	BBWARM	CN			CN			
13	**Holeman Avenue Storm Drain Improvements** (PW-1): Replace CBs, upsize culverts, re-establish ditch on Holeman Ave near Birch Bay Drive	07-242	37.8	PE			PE			PE			PE	$ 85,000	BBWARM	PE			PE			PE			$ 285,000
				RW			RW			RW			RW			RW			RW	$ 10,000	REET	RW			
				CN			CN			CN			CN			CN			CN	$ 190,000	REET	CN			
14	**Wooldridge Ave/Sunset Dr Drainage Improvements** (TC-2): Improve drainage system to reduce local flooding and incorporate water quality treatment	13-007	52.2	PE			PE			PE			PE			PE	$ 200,000	REET	PE			PE			$ 1,220,000
				RW			RW			RW			RW			RW			RW	$ 20,000	BBWARM	CN	$ 200,000	REET	
				CN			CN			CN			CN			CN			CN			CN	$ 800,000	BBWARM	
15	**Semiahmoo Drive Drainage Improvements - South (BP-5):** Upsize culverts and re-establish roadside ditch on east side of Semiahmoo Drive	18-010	48.6	PE			PE			PE			PE			PE			PE	$ 65,000	BBWARM	PE			$ 65,000
				RW			RW			RW			RW			RW			RW			RW			
				CN			CN			CN			CN			CN			CN			CN			
16	**Birch Bay Drive & Pedestrian Facility Project:** BBWARM contribution toward stormwater improvements as part of larger road fund project in Birch Bay	07-030	72.1	PE			PE			PE			PE			PE			PE	$ 65,000	BBWARM	PE			$ 250,000
				RW			RW			RW			RW			RW			RW			RW			
				CN			CN			CN			CN	$ 250,000	BBWARM	CN			CN			CN			
	LAKE SAMISH STORMWATER																								
17	**Shallow Shore Drive Drainage Improvements**	18-007	44.4	PE			PE			PE	$ 50,000	REET	PE			PE			PE			PE			$ 230,000
				RW			RW			RW			RW			RW			RW			RW			
				CN			CN			CN			CN			CN	$ 180,000		CN			CN			
	RIVER & FLOOD																								
18	**Marietta Acquisition** -- Acquire properties in repetitive flood loss area	07-002	79.6	RW	$ 334,000	FCZD	RW	$ 83,000	FCZD	RW			RW			RW			RW			RW			Total through 2019: $2,046,000
				RW	$ 706,000	FEMA Fed/State grant	RW	$ 233,000	FEMA Fed/State grant	RW	*$100,000*		RW	*$100,000*		RW	*$100,000*		RW	*$100,000*		RW	*$100,000*		
				RW	$ 117,000	ESRP grant	RW			RW			RW			RW			RW			RW			
				CN	$ 151,000	FCZD	CN	$ 17,000	FCZD	CN	*$25,000*		CN	*$25,000*		CN	*$25,000*		CN	*$25,000*		CN	*$25,000*		FCZD Total: $585,000
				CN	$ 258,000	FEMA Fed/State grant	CN	$ 119,000	FEMA Fed/State grant	CN			CN			CN			CN			CN			
				CN	$ 28,000	ESRP grant	CN			CN			CN			CN			CN			CN			
19	**Truck Road Emergency Erosion Protection** -- Install passive riprap to protect road; mitigation needed in 2019	18-002	59.4	PE	$ 16,000	FCZD/Roads (50/50)	PE	$ 20,000	FCZD/Roads (50/50)	PE			PE			PE			PE			PE			Project Total: $541,000
				CN	$ 455,000	FCZD/Roads (50/50)	CN	$ 50,000	FCZD/Roads (50/50)	CN			CN			CN			CN			CN			
20	**Marine Drive Levee Repair** -- Repair eroded areas of levee crest and backslope	15-004	61.4	PE	$ 49,000	FCZD	PE	$ 5,000	FCZD	PE			PE			PE			PE			PE			Project Total: $286,000
				CN	$ 30,000	WDFW	CN			CN			CN			CN			CN			CN			
				CN	$ 202,000	FCZD	CN			CN			CN			CN			CN			CN			

Item No.	Project Description	Database ID No.	RES	Previous Expenditures			2019			2020			2021			2022			2023			2024			Total
				Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	Phase	Amount	Source	
21	**High Creek** -- Recommended projects to address ongoing sedimentation	07-125	57.1	PE	$ 429,000	FCZD	PE			PE			PE			PE			PE			PE			Project Total:
				RW	88,000	FCZD	RW			RW			RW			RW			RW			RW			$1,564,000
				CN	$ 987,000	FCZD	CN	$ 60,000.00	FCZD	CN			CN			CN			CN			CN			
22	**Hannegan Levee Rehabilitation (USACE)** -- Repair of levee slope and riprap protection along approximately 300 ft of levee	18-003	60.5	PE	$ 5,000	FCZD	PE	$ 5,000	FCZD	PE			PE			PE			PE			PE			Project Total:
				PE			PE	$ 27,000	USACE	PE			PE			PE			PE			PE			$491,000
				CN			CN	$ 64,000	FCZD	CN			CN			CN			CN			CN			
				CN			CN	$ 362,000	USACE	CN			CN			CN			CN			CN			FCZD Total:
				CN			CN	$ 28,000	LE Subzone	CN			CN			CN			CN			CN			$74,000
23	**Sande-Williams (DD#2/USACE)** -- Cost-share to DD#2 for repair of levee slope and riprap protection along approximately 680 ft of levee	18-004	39.5	CN			PE	$ 29,000	USACE	PE			PE			PE			PE			PE			Project Total:
				PE			CN	$ 70,000	FCZD	CN			CN			CN			CN			CN			$521,000
				CN			CN	$ 392,000	USACE	CN			CN			CN			CN			CN			FCZD Total:
				CN			CN	$ 30,000	DD#2	CN			CN			CN			CN			CN			$70,000
24	**Abbott Levee Erosion Protection** -- Construct passive riprap erosion protection along approximately 500 ft of levee	18-005	66.5	PE	$ 25,000	FCZD/Roads (50/50)	PE	$ 135,000	FCZD	PE			PE			PE			PE			PE			Project Total:
				CN			CN	$ 430,000	FCZD	CN			CN			CN			CN			CN			$1,160,000
				CN			CN	$ 550,000	Roads	CN			CN			CN			CN			CN			FCZD Total:
				CN			CN	$ 20,000	LE Subzone	CN			CN			CN			CN			CN			$577,500
25	**Rayhorst Levee Improvements** -- Widen levee crest and flatten backslope (SWIF project)	16-001	60.5	PE	$ 5,000	FCZD	PE	$ 25,000	FCZD	PE			PE			PE			PE			PE			Project Total:
				CN			CN	$ 60,000	FCZD/DD1	CN			CN			CN			CN			CN			$90,000
26	**Red River Levee Stabilization** -- Restore levee prism and bank protection (SWIF project)	16-004	52.9	PE	$ 10,000	FCZD	PE	$ 35,000	FCZD	PE			PE			PE			PE			PE			Project Total:
				CN			CN	$ 200,000	FCZD/DD1	CN			CN			CN			CN			CN			$245,000
27	**Twin View Levee Improvements** -- Widen levee crest and flatten backslope (SWIF project)	16-002	50.3	PE			PE	$ 5,000	FCZD	PE	$ 25,000		PE			PE			PE			PE			Project Total:
				CN			CN			CN	$ 60,000		CN			CN			CN			CN			$90,000
28	**Lynden Levee Improvement** -- Combine drainages and replace two culverts through levee with one larger culvert (SWIF project)	16-003	64.5	PE	$ 30,000		PE	$ 80,000	FCZD	PE	$ 40,000		PE			PE			PE			PE			Project Total:
				PE			PE			RW			RW			RW			RW			RW			$1,150,000
				RW			CN			CN	$1,000,000		CN			CN			CN			CN			
				CN			CN			CN			CN			CN			CN			CN			
29	**Bertrand Creek Levee Stabilization** -- Restore right and left levee prisms and install bank protection (SWIF project)	16-005	54.4	PE			PE			PE			PE	$ 20,000		PE	$ 20,000		PE			PE			Project Total:
				CN			CN			CN			CN			CN	$ 150,000		CN			CN			$190,000
30	**Upper Hampton Levee Improvements** -- Widen levee crest and flatten backslope at two sites and address seepage at a third site (SWIF project)	16-006	70.4	PE			PE			PE			PE			RW			PE	$ 25,000		PE	$ 100,000		Construction
				RW			RW			RW			RW			RW			RW			RW	$ 75,000		Expected
				CN			CN			CN			CN			CN			CN			CN			in 2025
31	**Abbott Levee Upstream Tie-In** -- Extend and realign upstream end of levee (SWIF project)	16-007	70.4	PE			PE			PE			PE	$ 25,000		PE	$ 100,000		PE	$ 25,000		PE			Project Total:
				RW			RW			RW			RW			RW	$ 25,000		RW			RW			$975,000
				CN			CN			CN			CN			CN			CN	$ 800,000		CN			
32	**Neevel Levee Bank Stabilization** -- Stabilize oversteepened section of levee (SWIF project)	16-008	49.3	PE			PE			PE			PE			PE	$ 20,000		PE	$ 20,000		PE			Project Total:
				CN			CN			CN			CN			CN			CN	$ 150,000		CN			$190,000
33	**Floodplain Acquisition** -- Acquire key properties for future levee reconfiguration to reduce risk and improve habitat	07-002	79.6	RW	$ 100,000	FCZD	RW	$ 300,000	USFW	RW	*$ 1,000,000*		RW	*$ 1,000,000*		RW			RW			RW			
				RW			RW			RW			RW			RW			RW			RW			
34	**Jones Creek Debris Flow Protection** --Construct deflection berm and address local access	07-105	70.6	PE	$ 475,000	FCZD	PE	$ 105,000	FCZD	PE	$ 50,000		PE	$ 50,000		PE			PE			PE			
				RW	$ 126,000	FCZD	RW	$ 125,000	FCZD	RW	*$ 500,000*		RW	*$ 100,000*		RW			RW			RW			
				RW	$ 350,000	FEMA/State grant	RW			RW			RW			RW			RW			RW			
				CN	$ 26,000	FCZD	CN			CN			CN	*$ 250,000*		CN	*$ 2,250,000*		CN			CN			
				CN	$ 13,000	FEMA/State grant	CN			CN			CN			CN			CN			CN			
35	**Ferndale Levee Improvement** -- Reconstruct and realign Ferndale and Treatment Plant Levees to improve level of protection and address deficiencies	07-104	68.9	PE			PE	$ 225,000	FCZD	PE	$ 200,000		PE	$ 250,000		PE	$ 250,000		PE	$ 100,000		PE	$ 50,000		Construction
				RW			RW			RW			RW			RW			RW	$ 100,000		RW			Expected
				CN			CN			CN			CN			CN			CN			CN	*$ 2,000,000*		in 2024 to 2026
				CN			CN			CN			CN			CN			CN			CN			
36	**Glacier-Gallup Alluvial Fan Restoration** - Remove all or part of Glacier Creek levee and construct setback levee along Gallup Creek	18-006	88.9	PE	$ 125,000	FCZD	PE	$ 130,000	FCZD	PE	*$ 75,000*		PE	*$ 75,000*		PE	*$ 75,000*		PE	*$ 75,000*		PE	*$ 75,000*		Construction
				RW			RW			RW			RW			RW			RW			RW			Expected
				CN			CN			CN			CN			CN			CN			CN			in 2026
37	**Emergency/New Projects** -- Typically repair projects that result from new damage, as needed	08-003	Varies	PE			PE	$ 25,000	FCZD	PE	$ 25,000		PE	$ 25,000		PE	$ 25,000		PE	$ 25,000		PE	$ 25,000		Total/year:
				RW			RW			RW			RW			RW			RW			RW			$425,000
				CN			CN	$ 350,000	FCZD	CN	$ 350,000		CN	$ 350,000		CN	$ 350,000		CN	$ 350,000		CN	$ 350,000		
				CN			CN	$ 50,000	Local sponsor	CN	$ 50,000		CN	$ 50,000		CN	$ 50,000		CN	$ 50,000		CN	$ 50,000		
	NOTE: Numbers in *italics* are placeholders for projects still being conceived.																								

Agate Heights Stormwater Project Phase 2
Database ID No. 07-102

Construction Funding Year(s): **2019**

Project Narrative:

System upgrades to improve water quality through installation of treatment vaults.

Project Status:

Preliminary engineering design began in 2017. Construction is scheduled to take place in the summers of 2019 during the Lake Whatcom watershed work window.

Total Estimated Project Cost:	$1,000,000
Expenditures to Date:	$150,000

Northshore Drive, East of City Limits
Database ID No. 14-002

Construction Funding Year(s): 2020

Project Narrative:

System upgrades to improve water quality including bio-infiltration swales to reduce ditch erosion.

Project Status:

Design in 2019 with construction in 2020.

Total Estimated Project Cost: $740,000

Silver Beach Creek – Main Channel
Database ID No. 07-095

Construction Funding Year(s): **2021**

Project Narrative:

Restoration of the main channel of Silver Beach Creek below Hillsdale using natural vegetation.

Project Status:

Preliminary engineering design is anticipated to begin in 2019. Construction to take place in the summer of 2021 during the Lake Whatcom watershed work window.

Total Estimated Project Cost: $1,040,000

Sudden Valley
Database ID No. 13-004

Construction Funding Year(s): 2022

Project Narrative:

Drainage system upgrades including bio-infiltration swales and media filter drains in Sudden Valley.

Project Status:

Preliminary engineering design is anticipated to begin in 2019. Construction will take place in the summer of 2022 during the Lake Whatcom watershed work window.

Total Estimated Project Cost: $750,000

Lowell Drive and Cedarbrook Court
Database ID No. 14-003

Construction Funding Year(s): 2023

Project Narrative:

End of pipe media filtration and natural drainage system improvements.

Project Status:

Design in 2021 with construction in 2023..

Total Estimated Project Cost: $790,000

Glen Cove Lane and Lakeside Street
Database ID No. 15-002

Construction Funding Year(s): 2024

Project Narrative:

System upgrade to improve water quality--bioinfiltration swales, filter vaults, media filter drains, and rain gardens.

Project Status:

Design in 2022 with construction in 2024.

Total Estimated Project Cost: $620,000

South Bay Drive
Database ID No. 16-010

Construction Funding Year(s): **2025**

Project Narrative:

System upgrades to improve water quality (treatment vaults and bio-infiltration swales).

Project Status:

Design in 2023 with construction in 2025.

Total Estimated Project Cost: $820,000

Strawberry Point / Lake Whatcom Boulevard
Database ID No. 17-001

Construction Funding Year(s): 2026

Project Narrative:

System upgrades to improve water quality (treatment vaults and bio-infiltration swales).

Project Status:

Design in 2024 with construction in 2026.

Total Estimated Project Cost: $400,000

Birch Bay Drive & Petticote Lane Storm Drain Improvements (PW-2 & PW-3)
Database ID No. 07-242

Construction Funding Year(s): 2019

Project Narrative:

This project aims to reduce beach and bluff erosion on Point Whitehorn by bypassing the current failing outfall pipe and routing water to an existing discharge point just east of Point Whitehorn Road. Drainage along Birch Bay Drive between Holeman Avenue and Point Whitehorn Road will also be improved by replacing and upsizing catch basins, upsizing conveyance pipes and reestablishing ditches.

Project Status:

Design is underway and construction is scheduled to take place in 2019. Bluff stabilization measures are anticipated for the fall of 2018.

Total Estimated Project Cost:	$1,064,500
Expenditures to Date:	$187,000

Harborview Road & Birch Bay Drive Drainage Improvements, Phase 1
Database ID No. 07-217

Construction Funding Year(s):	**2020**

Project Narrative:

This project involves upsizing the upland drainage system along Harborview Road from the intersection of Birch Bay Lynden Road to Birch Bay Drive, improving drainage along a portion of Birch Bay Drive, and connecting the existing drainage system into a new marine outfall into Birch Bay. Water quality treatment will be included if suitable sites exist.

Project Status:

Design will be completed in 2018, permitting in 2019, construction in 2020.

Total Estimated Project Cost:	$1,655,000
Expenditures to Date:	$300,000

Lora Lane Drainage & Tide Gate Modifications (TC1-2)
Database ID No. 18-008

Construction Funding Year(s): 2021

Project Narrative:

The project involves replacing the existing flap gate structure with a self-regulating side-hinged tide gate that would aim to improve drainage from the ditch bordering Leisure Park at Lora Lane and improve fish passage. The embankment surrounding the tide gate would be repaired and stabilized and the culvert passing under Birch Bay Drive from the tide gate would be repaired and connected to a stormwater vault east side of Birch Bay Drive, which would allow access for maintenance.

Project Status:

Preliminary engineering design will begin in 2019 and be completed in 2020. Construction is scheduled to take place in 2021.

Total Estimated Project Cost: $450,500

Semiahmoo Drive Drainage Improvements - North (BP-2)
Database ID No. 18-009

Construction Funding Year(s): 2022

Project Narrative:

This project will improve the conveyance system along the east side of Semiahmoo Drive by upsizing pipes and reestablishing ditches to reduce flooding.

Project Status:

Design is anticipated in 2020 and construction scheduled to take place in 2022.

Total Estimated Project Cost: $200,000

Holeman Avenue Storm Drain Improvements
Database ID No. 07-242

Construction Funding Year(s): 2023

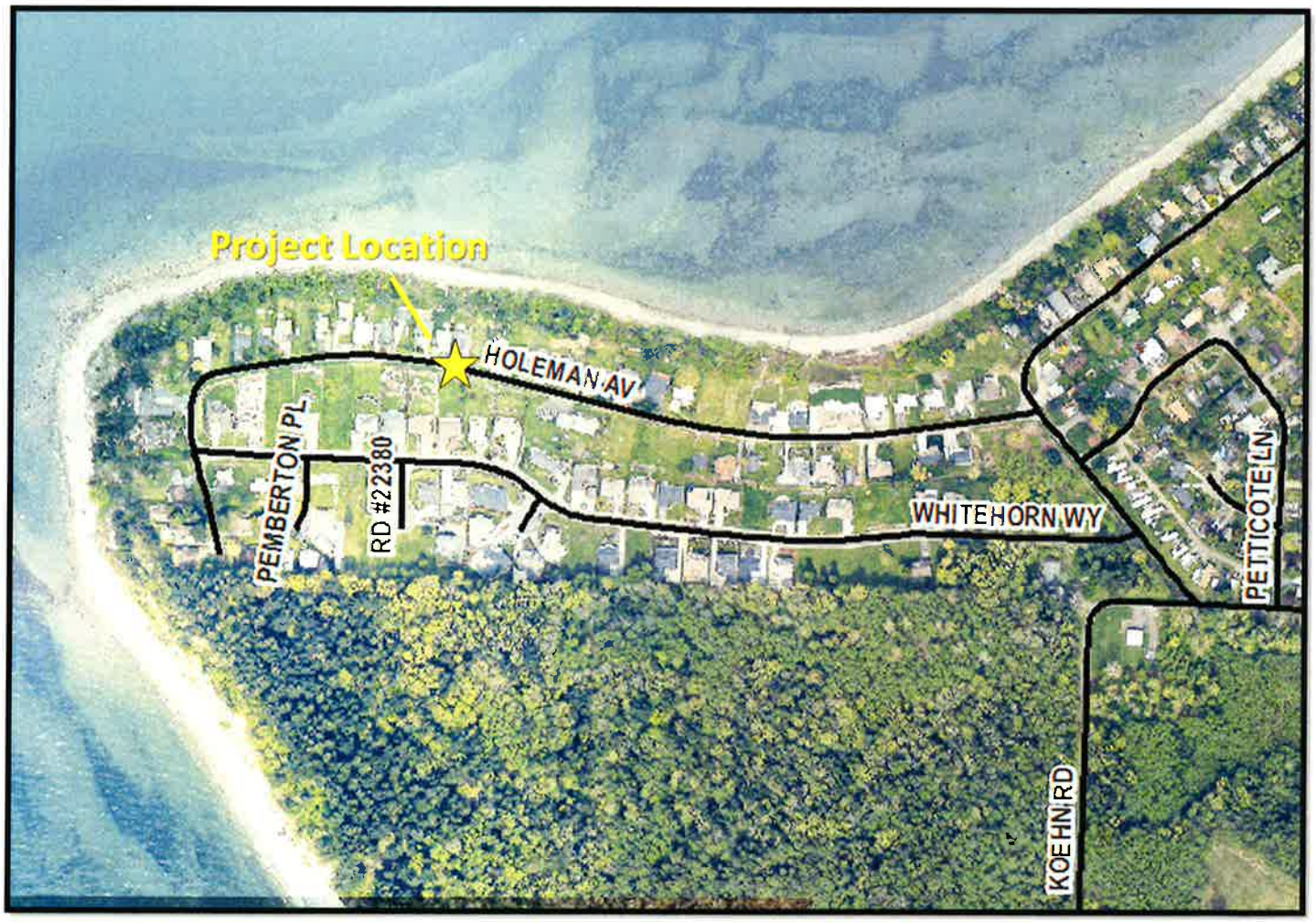
Project Narrative:

The project goal is to reduce roadway flooding on Holeman Avenue by replacing undersized pipe and catch basins and re-establish existing ditch to match pipe invert elevations. This area is particularly sensitive due to the steep, unstable bluff along the shoreline and the concern is that flooding could lead to bluff failure and property damage. This is a critical public safety issue.

Project Status:

Design is anticipated in 2021 and construction scheduled to take place in 2023.

Total Estimated Project Cost: $285,000



Wooldridge Avenue Storm Drain Improvements (TC-2)
Database ID No. 13-007

Construction Funding Year(s): 2024

Project Narrative:

This project will improve the conveyance system along Wooldridge Avenue, Jackson Road and Sunset Drive by upsizing pipes, installing or replacing catch basins and culverts, reestablishing roadside ditches, installing a water quality filter vault and 100 linear feet of water quality treatment swale.

Project Status:

Design is anticipated in 2022 and construction is scheduled to take place in 2024.

Total Estimated Project Cost: $1,220,000

Semiahmoo Drive Drainage Improvements - South (BP-5)
Database ID No. 18-010

Construction Funding Year(s): **2025**

Project Narrative:

This project will improve the conveyance system along the east side of Semiahmoo Drive by upsizing pipes and deepening exiting ditches to reduce flooding.

Project Status:

Design is anticipated in 2023 and construction scheduled to take place in 2025.

Total Estimated Project Cost: $300,000

Birch Bay Drive and Pedestrian Facility
Database ID No: 07-030

Construction Funding Year(s): **2019-2021**

Project Narrative:

This project is located parallel to Birch Bay Drive from Cedar Avenue to the mouth of Terrell Creek. This is an approximate 1.5 mile natural beach berm with pedestrian facility to provide soft-shore erosion protection, habitat enhancement, and encourage pedestrian use along Birch Bay Drive. This multi-beneficial project is included in the Six-Year WRIP to reflect contributions from TAP road funds, STP road funds, WC Road fund, BBWARM, REET, and EDI.

Project Status:

Project is currently on hold until permits can be secured. Construction is scheduled to begin 2019 with completion spring of 2021. To lessen impacts to the tourist economy and aquatic habitat issues, the construction window for each year will begin after Labor Day and suspend prior to Memorial Day.

STP Road	$2,550,000
TAP Road	$620,000
WC Road	$6,785,000
REET	$745,000
EDI	$500,000
BBWARM:	**$250,000**
Total:	$11,450,000

Shallow Shore Drive- Culvert Relocate
Database ID No. 18-007

Construction Funding Year(s): **2022**

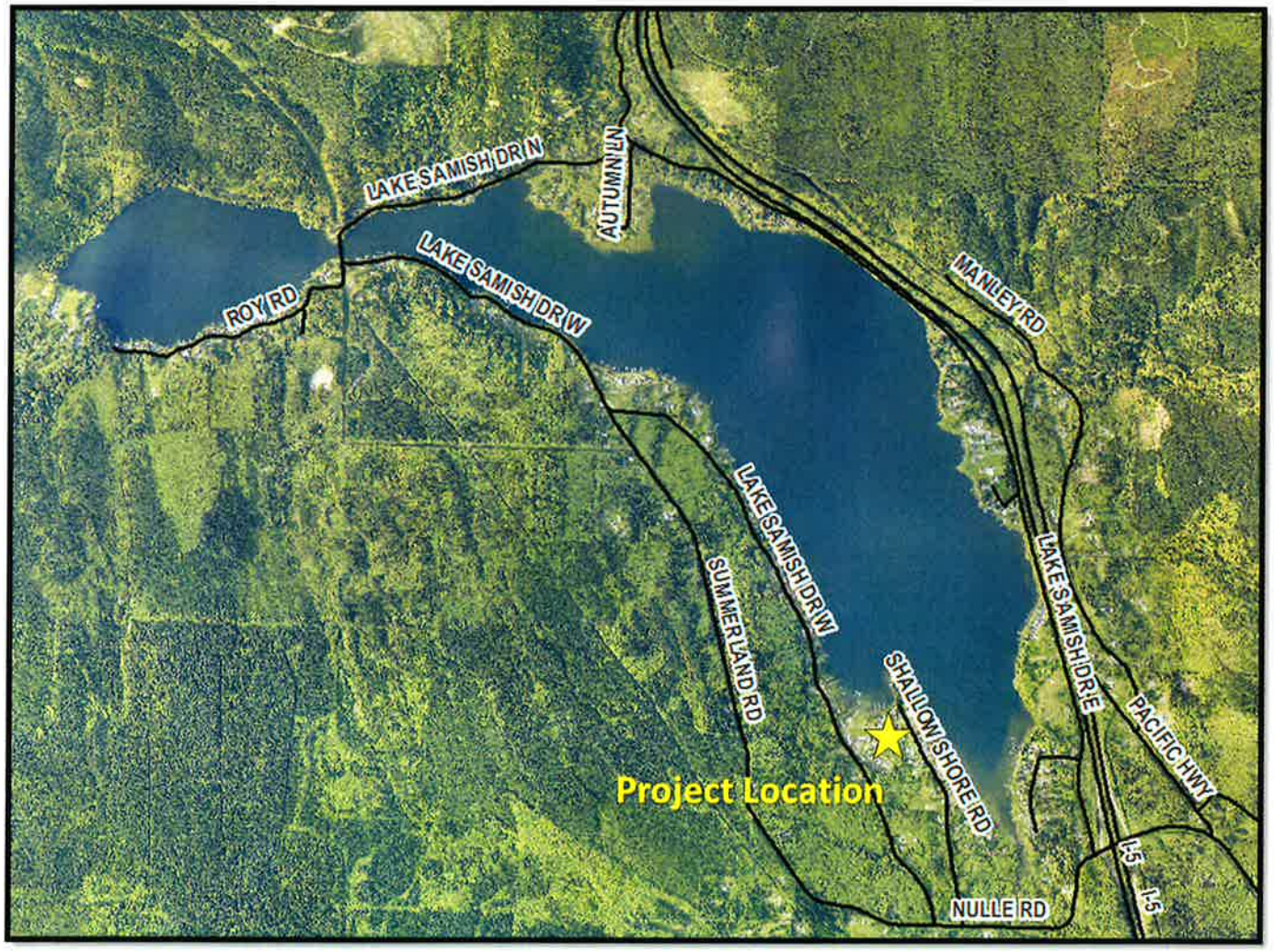
Project Narrative:

This project will improve the conveyance system from Shallow Shore Drive to Lake Samish by relocating the outfall to a existing right-of-way and include water quality treatment.

Project Status:

Design is anticipated in 2020 and construction scheduled to take place in 2022.

Total Estimated Project Cost: $230,000



Marietta Acquisition
Database ID No. 07-002

Construction Funding Year(s): **2001 - Present**

Project Narrative:

Acquire residential properties in the frequently-flooded repetitive flood loss area of Marietta. Remove existing structures and restore properties with native vegetation.

Project Status:

Property acquisition began in 2001 and is ongoing. As properties are acquired through tax title sales, purchases are funded with hazard mitigation, habitat restoration grants, and FCZD funding, structures are removed and native vegetation is planted. All acquisitions are voluntary and the project is ongoing as current property owners decide to sell their properties. Estimated project cost includes some funding for cleanup of up to four former gas stations, though the exact nature of the work is still undefined.

Total Estimated Project Cost:	$3,500,000
Expenditures to Date:	$2,046,000

Truck Road Emergency Erosion Protection
Database ID No. 18-002

Construction Funding Year(s): **2018-2019**

Project Narrative:

The project is located along Truck Road about 0.3 miles easterly from Mt. Baker Highway (SR 542). During high-water events of the 2017/2018 winter, the North Fork Nooksack River eroded the unprotected bank of Truck Road to within 13 feet of the roadway surface. This prompted an emergency proclamation on February 9, 2018, to facilitate the immediate protection of the roadway. Work included construction of a passive (buried) 350 foot long riprap revetment along the riverward edge of the existing roadway. The new revetment ties into an existing revetment located immediately upstream of the project. The work also included placement of two passive habitat structures in the floodplain between the river and the revetment along the downstream 175 foot segment.

Project Status:

Emergency work started on February 16 and was finished on March 12, 2018. The roadway within the construction zone is still not surfaced pending anticipated settling of the roadway. The downstream 175 feet of revetment was fully mitigated by installing the two habitat structures. Mitigation for the upstream 175 feet of revetment has yet to be determined.

Total Estimated Cost:	$541,000
Expenditures to Date:	$471,000

Marine Drive Levee Repair
Database ID No. 15-004

Construction Funding Year(s): **2018-2019**

Project Narrative:

The Marine Drive Levee provides flood protection during smaller, more frequent floods to the Marietta area and Slater Road. Over the past few years, overtopping has caused damage to the backslope of the levee. The levee is located on property owned by the Washington Department of Wildlife who is managing the property for wildlife. The project involves restoring the levee crest and backslope to the original geometry while trying to minimize the impacts to existing vegetation.

Project Status:

The project was constructed in summer 2018. Mitigation planting will occur from fall 2018 through spring 2019.

Total Estimated Cost:	$286,000
Expenditures to Date:	$281,000

High Creek
Database ID No. 07-125

Construction Funding Year(s):	2018-2019

Project Narrative:

High Creek flooding damaged nearby homes and closed Mount Baker Highway in the early 1990's. A settlement agreement between Whatcom County and Washington Department of Transportation and several private landowners following the flood stipulated that the County should develop a management plan to address the potential for future flooding. The plan identified a course of action that can reduce future flood damages and produce a net benefit for the anadromous and resident fish that utilize High Creek. The recommended alternative includes removal of accumulated sediment, reconstruction of the adjacent levees, and construction of grade control structures and sediment traps to reduce the length of creek that will require future maintenance.

Project Status:

The project was constructed in summer 2018. Expenditures in 2019 are for performance monitoring and removal of sediments that accumulate in the sediment traps. After 2019, annual maintenance will be funded outside of the capital budget appropriation.

Total Estimated Project Cost:	$1,564,000
Expenditures to Date:	$1,504,000

Hannegan Levee Rehabilitation
Database ID No. 18-003

Construction Funding Year(s): **2019**

Project Narrative:

The November 23, 2017 flood on the Nooksack River resulted in scour of the levee slope and toe, including loss of embankment material. The damage site is approximately 50 Linear Feet (LF) long but the total length needed to repair and protect the levee from further damage is approximately 300 LF.

The proposed project includes repair of the levee slope and toe along 300 LF. Repair consists of a riprap bank and toe for 70 LF; the remaining 230 LF will be a buried riprap trench with tree plantings at the ground surface.

Project Status:

US Army Corps of Engineers has completed the design; permitting is underway and the project is on schedule for construction in 2019.

Total Estimated Cost:	$491,000
Expenditures to Date:	$5,000

Sande-Williams Levee Rehabilitation
Database ID No. 18-004

Construction Funding Year(s): **2019**

Project Narrative:

The November 2017 flood resulted in scour of the levee slope and toe, including loss of riprap. Diking District #2 (DD#2) sponsors this levee in the Public Law (PL) 84-99 program administered by the US Army Corp of Engineers (USACE). DD#2 requested the USACE rehabilitate the levee after the 2017 flood; as the local sponsor DD#2 is responsible for 20% of construction cost or $100,000. DD#2 has requested that the FCZD provide funding towards their local sponsor contribution at a 70/30 cost-share. The project involves rehabilitation of the levee slope and riprap protection along approximately 680 feet of levee.

Project Status:

Construction of the levee repair is planned for 2019.

Total Estimated Cost:	$521,000
Expenditures to Date:	$0

Abbott Levee Erosion Protection
Database ID No. 18-005

Construction Funding Year - 2019

Project Narrative:

The project is located along Abbott Road about 1.7 miles east of Hannegan Road. Recent erosion along the Nooksack River has removed a section of riprap that previously protected the land adjacent to the Abbott Road Levee and Abbott Road. The project site currently has sufficient land remaining between the levee and the river to install a buried rock structure to protect Abbott Road and Abbott Levee from erosion. The proposed project involves constructing a buried rock trench with a self-launching toe with log root wads. Engineered log jam (ELJ) structures will also be constructed on the upstream and downstream ends of the buried rock trench to anchor the buried rock structure.

Project Status:

The project is currently in the engineering design phase. Preliminary design plans will be developed in sufficient detail for permit submittal. Construction is planned for summer of 2019.

Total Estimated Cost:	$1,160,000
Expenditures to Date:	$25,000

Rayhorst Levee Improvements
Database ID No. 16-001

Construction Funding Year(s): **2019**

Project Narrative:

The Rayhorst Levee runs adjacent to the Nooksack River and provides flood protection to the Lummi Reservation, public roads, including Ferndale Road and Haxton Way, and agricultural land. A project to widen the levee crest and backslope along a 200 foot long section adjacent to a farmstead is included in the System-wide Improvement Framework (SWIF) to address a deficiency identified by the US Army Corps of Engineers.

Project Status:

A conceptual design has been developed as part of the SWIF planning process. Detailed designs will be developed starting in fall 2018. Construction is planned for 2019.

Total Estimated Cost:	$90,000
Expenditures to Date:	$5,000

Red River Levee Stabilization
Database ID No. 16-004

Construction Funding Year(s): **2019**

Project Narrative:

The Red River Levee protects portions of the Lummi Reservation, including Haxton Way and other public roadways. The levee is occasionally used as emergency access to and from the Lummi Reservation during floods. Riprap is missing on approximately 200 feet of the levee, and erosion is starting to cause sloughing of the levee prism. These areas need to be repaired for the levee to remain eligible in the Public Law (PL) 84-99 Program.

Project Status:

A conceptual design has been developed as part of the System-wide Improvement Framework (SWIF) planning process. Detailed designs will be initiated in fall 2018. Construction is planned for 2019.

Total Estimated Cost:	$245,000
Expenditures to Date:	$10,000

Twin View Levee Improvements
Database ID No. 16-002

Construction Funding Year(s): **2020**

Project Narrative:

The Twin View Levee is locate upstream of Everson and provides flood protection to commercial, residential and agricultural properties and a state highway. Widening and backsloping of a 200 foot long section just upstream of the Everson bridge is included in the System-wide Improvement Framework (SWIF) to address deficiencies identified by the US Army Corps of Engineers.

Project Status:

A conceptual design has been developed as part of the SWIF planning process. Detailed design has not been initiated yet.

Total Estimated Cost:	$90,000
Expenditures to Date:	$0

Lynden Levee Improvement
Database ID No. 16-003

Construction Funding Year(s): **2020**

Project Narrative:

One 24" culvert and one 48" culvert are located less than 50 feet apart providing interior drainage through the Lynden Levee. One of the pipes drains a channel that flows through the City of Lynden's wastewater treatment plant. The levee has overtopped where the culverts are located, damaging the levee backslope and the small berm that separates the drainage channel from a water treatment settling pond. The conceptual design includes relocating the treatment plant drainage channel through a forested area further away from the pond, connecting the two drainages, and replacing the two culverts with a single larger fish-passable culvert with a side-hinge flood gate.

Project Status:

A conceptual design has been developed as part of the System-wide Improvement Framework (SWIF) planning process. Preliminary engineering including analysis of design alternatives has been initiated.

Total Estimated Cost:	$1,150,000
Expenditures to Date:	$30,000

Bertrand Creek Levee Stabilization
Database ID No. 16-005

Construction Funding Year(s): **2022**

Project Narrative:

The Bertrand Creek Right and Left Bank Levees are designed to overtop during larger floods, but provide protection to agricultural land during the growing season. The left bank levee has a 250 foot long section where erosion is starting to threaten the levee prism. The right bank levee face is sloughing at three locations with a total length of approximately 250 feet. The levees will have to be repaired to remain eligible for rehabilitation through the Public Law (PL) 84-99 program.

Project Status:

A conceptual design has been developed as part of the System-wide Improvement Framework (SWIF) planning process. Detailed design has not been initiated yet.

Total Estimated Cost:	$190,000
Expenditures to Date:	$0

Upper Hampton Levee Improvements
Database ID No. 16-006

Construction Funding Year(s):	**2025**

Project Narrative:

Several deficiencies were identified by the US Army Corps of Engineers on the Upper Hampton Levee. Improvements to the levee geometry are proposed in two locations and improvement to address seepage is proposed at a third location.

Project Status:

A conceptual design has been developed as part of the System-wide Improvement Framework (SWIF) planning process. Detailed design has not been initiated yet.

Total Estimated Cost:	$650,000
Expenditures to Date:	$0

Abbott Levee Upstream Tie-In
Database ID No. 16-007

Construction Funding Year(s): **2023**

Project Narrative:

The upstream end of the Abbott Levee ties into a small berm along Abbott Road. The berm is narrow, with little erosion protection, and overtops frequently. This project is designed to improve the upstream tie-in by extending and realigning the levee to run under Abbott Road. The improved section will be designed to maintain the overflow as this is an area where floodwaters can access the floodplain with low potential for damage.

Project Status:

A conceptual design has been developed as part of the System-wide Improvement Framework (SWIF) planning process. Detailed design has not been initiated yet.

Total Estimated Cost:	$975,000
Expenditures to Date:	$0

Neevel Levee Bank Stabilization
Database ID No. 16-008

Construction Funding Year(s): **2023**

Project Narrative:

The Neevel Levee provides varying levels of protection to a significant amount of agricultural land. Approximately 250 feet of the levee running along Cougar Creek is over-steepened and experiencing sloughing of the riverward face. A stabilization project incorporating large woody debris at the toe and reducing the slope of the riverward face is proposed in the System-wide Improvement Framework (SWIF) to resolve the deficiency identified by the US Army Corps of Engineers and keep the levee eligible for repair under the Public Law (PL) 84-99 Program.

Project Status:

A conceptual design has been developed as part of the SWIF planning process. Detailed design has not been initiated yet.

Total Estimated Cost:	$190,000
Expenditures to Date:	$0

Floodplain Acquisition
Database ID No. 07-002

Acquisition Funding Year(s):	**2017- TBD**

Project Narrative:

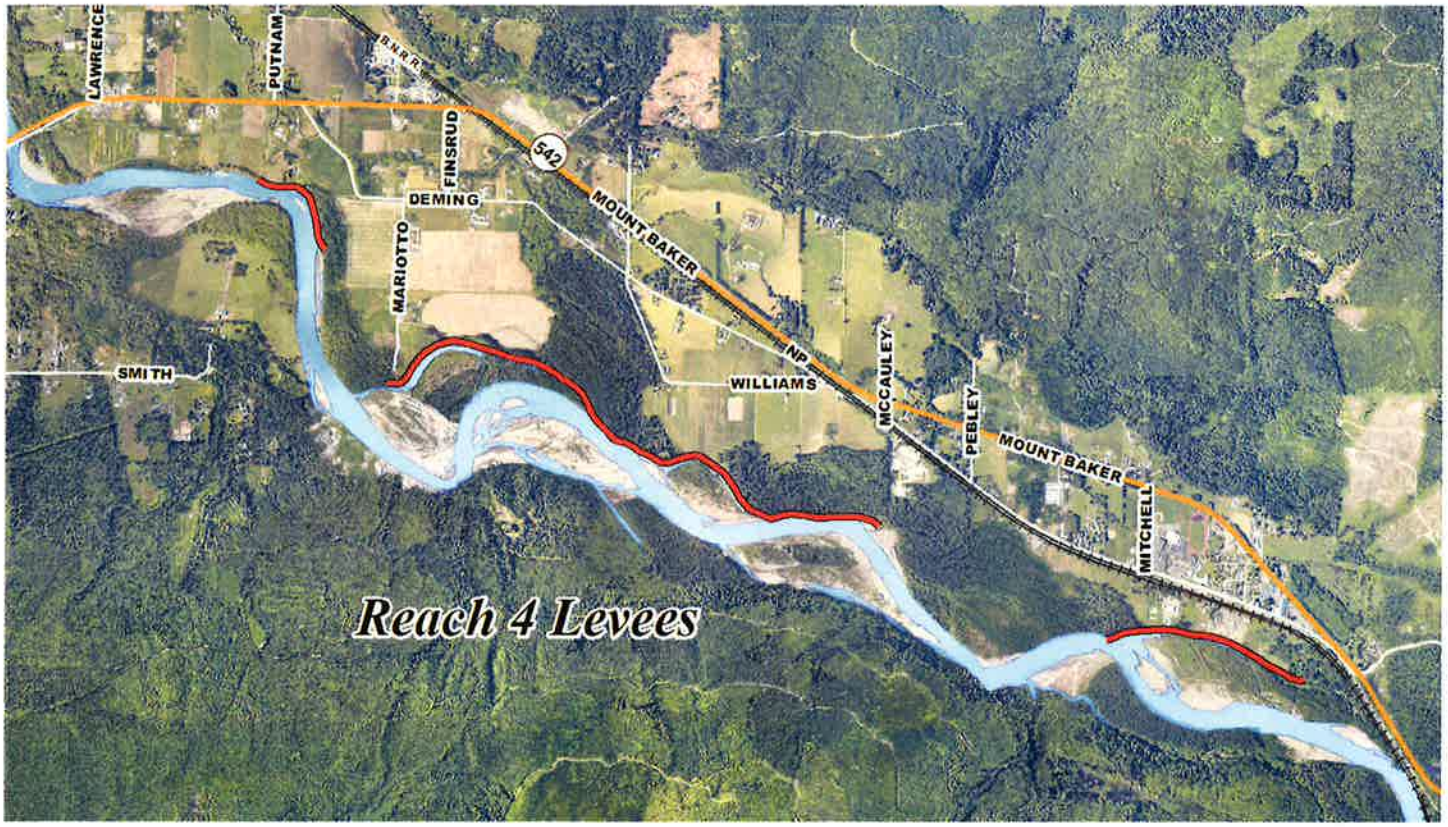
Reach-scale projects to reconfigure flood infrastructure are being evaluated through the integrated planning processes that started with the System-wide Improvement Framework (SWIF) and has transitioned into the Floodplain Integrated Planning (FLIP) process. The goal of this work is to reduce flood risk and expenditures and restore habitat and the processes that form it.

Voluntary acquisition of lands is proposed to enable future levee reconfigurations to reduce flood risk and future levee repairs, while improving habitat.

Project Status:

Three alternative levee configurations in upper Reach 4 were developed as part of the System-wide Improvement Framework (SWIF) planning process. Several of the key landowners are considering selling portions of their properties if funding can be secured and a favorable purchase price can be negotiated.

Total Estimated Cost:	TBD
Expenditures to Date:	$100,000



Jones Creek Debris Flow Protection
Database ID No. 07-105

Construction Funding Year(s): **2021 - 2022**

Project Narrative:

Acquire residential properties in the high hazard area of the Jones Creek alluvial fan and construct setback deflection berm to route debris flows around the town of Acme. Project includes potential realignment and bridge improvements at Turkington Road.

Project Status:

Property acquisition began in 2005 and additional properties will need to be acquired. Preliminary design has been performed for the deflection berm and a preferred alternative for Turkington Road has been selected. Detailed design is being imitated in 2018..

Total Estimated Cost:	TBD
Expenditures to Date:	$990,000

Ferndale Levee Improvement Project
Database ID No. 07-104

Construction Funding Year(s): **2024 - 2026**

Project Narrative:

Two levee segments, one sponsored by the City of Ferndale and one by the FCZD and Diking District #1, provide protection to the three treatment facilities along Ferndale Road. The US Army Corps of Engineers has identified several deficiencies along these two levee segments, including a gap in which super sacks filled with sand have been placed. The 1999 Comprehensive Flood Hazard Management Plan recommended improving these levees to provide 100-year protection to the City and the treatment facilities. The System-wide Improvement Framework (SWIF) also includes this project to address the identified levee deficiencies.

Project Status:

This project has been laid out at the conceptual levee only. No detailed design has been initiated yet; outside funding will likely be needed to fully implement this project. Preliminary engineering including analysis of design alternatives will be initiated in 2019.

Total Estimated Design Cost:	$1,175,000
Expenditures to Date:	$0

Glacier-Gallup Creeks Alluvial Fan Restoration
Database ID No. 18-006

Construction Funding Year(s): **2026**

Project Narrative:

The Glacier Creek Levee on the left (west) bank of the creek was constructed in the 1960s to prevent overflows into Gallup Creek and damage to State Route (SR) 542. Since construction, the levee has been subject to ongoing damage. Constriction of the Glacier-Gallup channel migration zone (CMZ) has exacerbated aggradation upstream of SR 542 and severely degraded fish habitat. WSDOT replaced the Gallup Creek bridge and is working to construct a new bridge over Glacier Creek and the alluvial fan between the two creeks. The FCZD is developing a project in coordination with WSDOT and is evaluating the feasibility of full or partial removal of levees blocking natural channel migration on the Glacier and Gallup Creeks alluvial fan and construction of a setback levee on Gallup Creek to protect the Community of Glacier.

Project Status:

A feasibility study and alternatives analysis for evaluating levee removal and setback alternatives is being initiated in 2018. Preliminary design of the preferred alternative will be initiated in 2019. Construction of the levee removal and setback is anticipated to occur concurrently with the Glacier Creek bridge replacement in 2026.

Total Estimated Project Cost:	TBD
Expenditures to Date:	$125,000

Emergency/New Projects
Database ID No. 08-003

Construction Funding Year(s): **2019 - 2024**

Project Narrative:

This item provides funding to address unanticipated projects resulting from new damage to flood control facilities.

Project Status:

Design and construction to occur as necessary.

Total Estimated Project Cost: $425,000

Expenditures to Date: N/A

Due to the nature of this item, no map exists. Board of Supervisors review and prioritization will be sought at the appropriate time.

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-269

CLEARANCES	*Initial*	*Date*	*Date Received in Council Office*	*Agenda Date*	*Assigned to:*
Originator:	BB	9/14/18	RECEIVED SEP 17 2018 WHATCOM COUNTY COUNCIL	*9/25/18*	*Introduction*
Division Head:				*10/09/18*	*Finance, Council*
Dept. Head:					
Prosecutor:		9-17-18			
Purchasing/Budget:	BB	9/14/18			
Executive: TMS		9/17/18			

TITLE OF DOCUMENT:

Ordinance Establishing The Financial System Software Fund And Establishing a Project Based Budget to Replace The Financial System Software

ATTACHMENTS:

1. Ordinance
2. Supplemental Budget Request

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

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

Requesting Council approval for establishing the Financial Systems Software Fund and approriating budget authority of $1,750,000 . The Financial System Software Fund will be used to account for the revenues and expenditures related to replacing Whatcom County's existing J.D. Edwards World financial system software.

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.

PROPOSED BY: Executive
INTRODUCTION DATE: 09/25/18

ORDINANCE NO. _____

ORDINANCE ESTABLISHING THE FINANCIAL SYSTEM SOFTWARE FUND AND ESTABLISHING A PROJECT BASED BUDGET TO REPLACE THE FINANCIAL SYSTEM SOFTWARE

WHEREAS, the existing J.D. Edwards World financial system software was purchased in 1993, and

WHEREAS, the J.D. Edwards World financial system software is becoming increasingly difficult to support and is approaching the end of its useful life, and

WHEREAS, modern financial system software would enable Whatcom County to operate more efficiently, and

WHEREAS, Section 6.80 of the Whatcom County Home Rule Charter allows for project-based capital budget appropriation ordinances that lapse when the project has been completed or abandoned or when no expenditure or encumbrance has been made for three (3) years,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that a new fund is hereby established effective October 9th, 2018 titled Financial System Software Fund. This fund shall be used to account for the revenues and expenditures related to replacing Whatcom County's existing J.D. Edwards World financial system software, and

BE IT FURTHER ORDAINED by the Whatcom County Council that the Financial System Software Fund is approved as described in Exhibit A with an initial project budget of $1,750,000.

ADOPTED this ____ day of _____, 2018.

ATTEST:

WHATCOM COUNTY COUNCIL
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:_____

Supplemental Budget Request

Status: Pending

Administrative Services **Finance**

Supp'l ID # 2646 *Fund* *Cost Center* *Originator:* Brad Bennett

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

Name of Request: New Financial System

X

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

Costs:

Object	*Object Description*	*Amount Requested*
6630	Professional Services	$125,000
7420	Computer-Capital Outlays	$1,625,000
8301.001	Operating Transfer In	($1,750,000)
Request Total		***$0***

1a. Description of request:

Replace existing J.D.Edwards financial system.
1) Perform a needs assessment of Whatcom County's financial system needs.
2) Development of bid specifications.
3) Acquire new financial system software and implementation services
4) Acquire necessary network file servers.

1b. Primary customers:

The financial system serves all branches of county government and all county departments.

2. Problem to be solved:

Our existing J.D. Edwards World financial system (JDE) was purchased in 1993. The system is based on an old text based system. It is written in IBM's RPG program language. RPG programmers are rapidly transitioning out of the work force, therefore system interfaces to other systems are getting more challenging to maintain. The system is not Windows based therefore it is not user friendly to new employees. By today's standards it has limited online inquiries and its report writhers are difficult to use. We are currently pushing the limits of the JDE payroll system. It is challenging to accommodate changes in union contracts, state laws and employee benefits. The JDE human resources system is difficult to use and does not meet the county's current needs. While J.D. Edwards still supports it's World system, it has replace the World system with a newer system called Enterprise One. J.D. Edwards' resources supporting it's World software are on the decline. The company has been very late in updating the tax reporting components of it's World software which puts unappreciated pressure on county staff to meet IRS deadlines.

3a. Options / Advantages:

It is an option to continue to use the current system however the challenges the current system presents will likely get progressively worse in the future. Replacing the system is the best option because the more modern design will make the financial information more accessible to all levels of the government and should make county operations more efficient.

3b. Cost savings:

In the short term it is not likely that there will be any cost savings. Software maintenance on a new system will likely be more than we are paying now and we will need to train all employees on use of the new system. Over the long term we could see savings from more efficient processes.

4a. Outcomes:

A new financial system will be selected and purchased in calendar year 2020.
A modern financial system will be implemented in calendar year 2021.

4b. Measures:

A new financial system will be in production.

5a. Other Departments/Agencies:

All county departments will be impacted.

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

A project team will be assembled from a representatives from key departments.

6. Funding Source:

This project is funded by a transfer from the General Fund.

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-270

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	MDC	9/11/18	RECEIVED SEP 17 2018 WHATCOM COUNTY COUNCIL	09/25/18	Intro
Division Head:				10/09/18	Finance Committee; Council
Dept. Head:					
Prosecutor:	TP	9-17-8			
Purchasing/Budget:	RCB	9/11/18			
Executive: TMS		9/17/18			

TITLE OF DOCUMENT: Ordinance Closing the Telecommunication System Replacement Fund 351

ATTACHMENTS: Ordinance, Memo

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

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

Request closes the Telecommunications System Replacement Fund and transfers remaining funding back to the Administrative Services Fund.

COMMITTEE ACTION:	COUNCIL ACTION:

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

PROPOSED BY: Executive
INTRODUCTION DATE: 09/25/18

ORDINANCE NO. _____

CLOSING TELECOMMUNICATIONS SYSTEM REPLACEMENT FUND 351

WHEREAS, on February 11, 2014 Ordinance 2014-013 created the Telecommunications System Replacement Fund and established a project based budget for this capital project, and

WHEREAS, the Administrative Services Fund contributed $1,900,000 towards the project, and

WHEREAS, the telecommunications system replacement has now been completed, and

WHEREAS, the project fund is no longer needed, and

WHEREAS, remaining cash in the fund should be returned to the Administrative Services Fund, and

WHEREAS, the current cash balance in the Telecommunications System Replacement Fund is $604,732,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that the Telecommunications System Replacement Fund be dissolved and its remaining cash balance returned to the Administrative Services Fund.

ADOPTED this ____ day of _____, 2018.

ATTEST:

WHATCOM COUNTY COUNCIL
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:_____

WHATCOM COUNTY
ADMINISTRATIVE SERVICES

INFORMATION TECHNOLOGY
Whatcom County Courthouse
311 Grand Avenue, Suite 305
Bellingham, WA 98225-4038

PERRY L. RICE
IT Manager

MEMORANDUM

TO: Jack Louws, County Executive
Whatcom County Council

FROM: Perry Rice, IT Manager

RE: Closure of Telecommunications System Replacement Project Budget

DATE: September 14, 2018

Over the past 4-years, Whatcom County Information Technology (IT), with assistance from numerous vendors and staff in all county departments, has completed the large project to replace our 25-year old Ericsson analog telecommunications system with the new ShoreTel system.

I appreciate your strong support for technology projects and am pleased to report that this project was completed on schedule and under budget as shown below.

Item	Amount
Funding: Ordinance 2014-013	$100,000
Funding: Ordinance 2014-037	$2,123,809
Total Funding	**$2,223,809**
Total Expenditures	**-$1,619,077**
Remaining Balance	**$604,732**

The primary project highlights and benefits include:

- **County Data Network Replacement:** The data network was redesigned and modernized to support a new digital telecommunications system as well as improve network reliability, performance and security for computer usage.

- **Telecommunications System Replacement:** The new ShoreTel system replaced a 25-year old end-of-life analog system. The new system includes features such as computer integration, reporting, workgroups, enhanced 911 and redundancy that were absent or limited in the prior system.

It is important to recognize the core IT team of Denise Toth Banyan, Lee LaMar, Chris Wilson and Tami Gee-Hardy for their very capable and hard work on this implementation.

Please contact Perry Rice at x5235 for additional information on this project.

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2018-271

CLEARANCES	*Initial*	*Date*	*Date Received in Council Office*	*Agenda Date*	*Assigned to:*
Originator:	MDC	9/14/18	RECEIVED SEP 17 2018 WHATCOM COUNTY COUNCIL	*9/25/18*	*Introduction*
Division Head:				*10/09/18*	*Finance, Council*
Dept. Head:					
Prosecutor:	K-S.	9-17-18			
Purchasing/Budget:	MDC	9/14/18			
Executive: TRS		9/17/18			

TITLE OF DOCUMENT:

Amendment No. 3 to Ordinance No. 2011-031 Establishing Project Budget No. 2 (Jail Improvement Project) of the 2011 Budget

ATTACHMENTS:

1. Ordinance
2. Exhibit A
3. Supplemental Budget Request

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

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

Requesting Council approval for additional budget authority of $4,589,000 to be added to the project budget for Fund 337 – Jail Improvement Fund. Budget will be used to fund construction of improvements delineated in the Design2Last report and additional improvements requested by the Sheriff's Office during the current year budget process.

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.

PROPOSED BY: Executive
INTRODUCTION DATE: 09/25/18

ORDINANCE NO. _____

AMENDMENT NO. 3 TO ORDINANCE NO. 2011-031 ESTABLISHING PROJECT BUDGET NO. 2 (JAIL IMPROVEMENT PROJECT) OF THE 2011 BUDGET

WHEREAS, Ordinance 2011-031 established the project budget for jail improvements, including the replacement of jail and juvenile detention center controls, and Phases 1A and 1B of the Design2Last contract, which resulted in building assessments, detailed investigations, project scopes and cost reports for improvements needed on the Jail and Work Center; and

WHEREAS, additional funding of $661,000 was approved in Amendments No. 1 and 2 to the project budget for additional design (Phase 2) and construction oversight (part of Phase 3 - construction) of selected improvement projects, and

WHEREAS, funding is needed to implement construction of projects delineated in the Design2Last report, and

WHEREAS, the Sheriff's Office requested several other improvements during this year's budget process, and

WHEREAS, this implementation phase will be funded by a transfer from the General Fund,

NOW, THEREFORE, BE IT ORDAINED by the Whatcom County Council that Ordinance 2011-031 is hereby amended by adding $4,589,000 of expenditure authority, as described in Exhibit A, to the current amended project budget of $3,778,700, for a total amended project budget of $8,367,700

ADOPTED this ____ day of _____, 2018.

ATTEST:

WHATCOM COUNTY COUNCIL
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:_____

WHATCOM COUNTY
EXECUTIVE'S OFFICE
County Courthouse
311 Grand Avenue, Suite #108
Bellingham, WA 98225-4082

Jack Louws
County Executive

MEMO:

TO: Whatcom County Council

DATE: September 13, 2018

FROM: Rob Ney, Project and Operations Manager

RE: Jail Improvement Project Budget

Requested Action
Please allow this memo to serve as a request for approval of the accompanying Budget Supplemental for increased spending authority in the amount of $4,589,000 within the Jail Improvement Project Based Budget to perform the work as outlined in the Design2Last contract as well as improvements requested by the Sheriff's Office for both the Jail and Work Center.

Background and Purpose:
In 2011, Budget Ordinance #2011-031 was approved to expand Jail Controls Project to include other critical Jail Improvements. On November 28, 2017 a design charrette was held with the stakeholders participating in the jail improvement project. Through an Evaluation and Analysis Study immediate and future improvements were developed into the scope. The expanded scope for the Design 2Last work was approved in contract #201607005-3. Additionally, increased project budget funding will support several improvements requested by the Sheriff's Office and submitted through 2019-2020 Additional Service Requests, including a Limited Appointment Special Projects Sergeant to facilitate the construction impacts. Generally, the task items identified in the expanded scope of work include but are not limited to:

- Detention Door replacements and locking component upgrades
- Life safety improvements, most notably fire suppression coverage improvements
- Electric system upgrade including substantial lighting improvements
- Emergency lighting upgrades to eliminate a lag when emergency power is used
- Special Project Sergeant – To facilitate the jail improvement construction impacts.
- Facilities staff wages and benefits for hours dedicated to Jail Improvements
- Pre-booking privacy booth
- Private Consultation Booth
- Access Gate at the Work Center
- Work Center Custody Desk
- Work Center locker room

Funding Amount and Source:
$4,589,000 from the $7M reserved in the General Fund for capital projects.

Office (360) 778-5200 FAX (360) 778-5201 TRS: 711

EXHIBIT A

JAIL IMPROVEMENT FUND - FUND 337

Account	Description	Current Amended Project Budget	Amendment #3 to Ord. 2011-031	Total Amended Project Budget
	Expenditures			
6110-6269	Wages & Benefits	$0	$349,614	$349,614
6320	Supplies	$0	$2,500	$2,500
6630	Professional Services	$661,000	$0	$661,000
7060	Repairs & Maintenance	$0	$200,000	$200,000
7350	Buildings & Structures	$0	$4,036,886	$4,036,886
7380	Other Improvements	$3,117,700	$0	$3,117,700
		$3,778,700	**$4,589,000**	**$8,367,700**
	Revenues			
8210	Build America Bonds (Not Budgeted)	$3,012,840	$0	$3,012,840
8301.326	Operating Transfer In - REET 1	$104,860	$0	$104,860
8301	Operating Transfer In - Gen Fund	$661,000	$4,589,000	$5,250,000
		$3,778,700	**$4,589,000**	**$8,367,700**

Supplemental Budget Request

Status: Pending

Administrative Services | **Facilities Management**

Suppl ID # 2642 | ***Fund*** *337* | ***Cost Center*** *337100* | ***Originator:*** *Rob Ney*

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

Name of Request: Budget Authority - Jail Improvements

X

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

Costs:	*Object*	*Object Description*	*Amount Requested*
	6110	Regular Salaries & Wages	$171,407
	6140	Overtime	$2,400
	6190	Direct Billing Rate	$100,000
	6210	Retirement	$22,296
	6230	Social Security	$13,243
	6245	Medical Insurance	$30,274
	6255	Other H&W Benefits	$2,696
	6259	Worker's Comp-Interfund	$7,072
	6269	Unemployment-Interfund	$226
	6320	Office & Op Supplies	$2,500
	7060	Repairs & Maintenance	$200,000
	7350	Buildings & Structures	$4,036,886
	8301	Operating Transfer In	($4,589,000)
	Request Total		***$0***

1a. Description of request:

This action will assign a portion of the $7M reserved for capital to the Jail Improvement project based budget to execute future jail improvement projects. $4,589, 000 will be transferred to the Jail Improvement project budget to accomplish the improvements Detention Doors project, replacement of other detention locks and hardware, task items approved by Council and included in the Design2Last scope of work and Facilities' staff wages and benefits for hours dedicated to Jail Improvement projects. Additionally, jail improvements requested by the Sheriff's Office included in thier 2019-2020 biennium budget request have been directed to this project budget including a limited appointment (2 years) Sheriff's Sergeant assigned to facilitate construction impacts.

Generally, the task items identified in the expanded scope of work include:
-Detention Door replacements and locking component upgrades
-Life safety improvements, most notably fire suppression coverage improvements
-Electrical system upgrades including substantial lighting improvements and replacement with LED fixtures, improving coverage, lighting levels, and energy efficiency
-Emergency lighting upgrades to eliminate a lag in lighting when emergency power is initialized
-HVAC replacement and upgrades
-Access Gate at the Work Center
-Pre-booking privacy booth
-Work Center Custody Desk

1b. Primary customers:

Jail and Facilities staff, as well as jail occupants.

2. Problem to be solved:

Facilities needs spending authority to execute projects approved in the scope of work for the Jail Improvements identified in the design2last contract, and as requested by the Sheriff's Office in their 2019-2020 budget.

3a. Options / Advantages:

This is the only option to execute the scope of work.
The Jail improvements have been identified as a high priority by the Council and Administration.

3b. Cost savings:

There is no cost savings option other than not performing the work at this time.

4a. Outcomes:

The detention door project will be out to bid within the next few months, and a contractor will be selected to perform the improvements by the end of 2019. Other improvements will be scheduled as appropriate.

4b. Measures:

Future jail improvement projects will be executed and successfully completed.
Executing projects in the jail on-time and within budget.

5a. Other Departments/Agencies:

This project will have no impact to other staff.

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

Rob Ney

6. Funding Source:

General Fund

WHATCOM COUNTY COUNCIL AGENDA BILL *NO.* 2018-272

CLEARANCES	*Initial*	*Date*	*Date Received in Council Office*	*Agenda Date*	*Assigned to:*
Originator:	MDC	9/13/18	RECEIVED SEP 17 2018 WHATCOM COUNTY COUNCIL	*09/25/18*	*Intro*
Division Head:				*10/09/18*	*Finance Comm; Council*
Dept. Head:					
Prosecutor:		9-17-18			
Purchasing/Budget:	MDC	9/13/18			
Executive:	TM	9/17/18			

TITLE OF DOCUMENT: 2018 Supplemental Budget Request #12

ATTACHMENTS: Ordinance, Memoranda & 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 #12 requests funding from the Election Reserve Fund:

1. *To appropriate $103,000 to fund prepaid postage and general election cost increases.*

From the Auditors O&M Fund:

2. *To appropriate $33,027 to fund extra help for records project.*

COMMITTEE ACTION:	*COUNCIL ACTION:*

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

PROPOSED BY: Executive
INTRODUCTION DATE: 09/25/18

ORDINANCE NO.
AMENDMENT NO. 12 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:

Fund	Expenditures	Revenues	Net Effect
Election Reserve Fund	103,000	(103,000)	-
Auditors O&M Fund	33,027	-	33,027
Total Supplemental	136,027	(103,000)	33,027

ADOPTED this ____ day of _____, 2018.

ATTEST:

WHATCOM COUNTY COUNCIL
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: _____

WHATCOM COUNTY				
Summary of the 2018 Supplemental Budget Ordinance No. 12				
Department/Fund	Description	Increased (Decreased) Expenditure	(Increased) Decreased Revenue	Net Effect to Fund Balance (Increase) Decrease
Election Reserve Fund	To fund prepaid postage and general election cost increases.	103,000	(103,000)	-
Auditors O&M Fund	To fund extra help for records project.	33,027	-	33,027
Total Supplemental		136,027	(103,000)	33,027

Whatcom County Auditor's Office
Whatcom County Courthouse
311 Grand Avenue, Suite 103
Bellingham WA 98225-4038
Phone: (360) 778-5102
Fax: (360) 778-5101
email: elections@co.whatcom.wa.us
Internet: www.whatcomcounty.us/auditor

Debbie Adelstein
County Auditor

Diana Bradrick
Chief Deputy Auditor

MEMORANDUM

TO: Jack Louws, County Executive

FROM: Debbie Adelstein, County Auditor

DATE: September 13, 2018

RE: Supplemental Budget Request

The Auditor's Office has an ongoing project to bring historical documents online. . This is funded through the Auditors O&M Fund (that is monies set aside for special projects such as this from a small portion of the recording fees collected). We have three part-time staff that are working on this project. This supplemental budget request is to provide additional funding to complete the year (2018).

Supplemental Budget Request

Status: Pending

Auditor

Supp'l ID # 2645 | ***Fund*** 109 | ***Cost Center*** | ***Originator:*** M Caldwell/Diana Bradrick

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

Name of Request: Prepaid postage and general election cost increase

X Debbie Adkisson 9/7/18

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

Costs:

Object	*Object Description*	*Amount Requested*
4334.0031	Pre-paid ballot postage	($43,000)
4341.4510	Elections	($50,000)
4341.4520	City Registration Fees	($10,000)
6330	Printing	$53,000
6610	Contractual Services	$7,000
6710	Postage/Shipping/Freight	$43,000
Request Total		***$0***

1a. Description of request:

Whatcom County received a grant from the state to pay for the return postage (not the envelope printing costs) related to the new mandate to provide prepaid postage envelopes for elections. The County expects to pay $43,000 for prepaid postage for the primary and general elections to be funded by the state grant.

1b. Primary customers:

Voters of Whatcom County

2. Problem to be solved:

Printing and mailing service costs have risen significantly since the 2017-2018 budget was developed. Additionally new envelopes were needed to accommodate the return envelopes the state was now intentding to use, as well as new ballot sleeves and mailing envelopes which the grant was not covering. Over the past couple of years, we have also added several thousand more voters which added to our costs. The Elections Division is requesting $53,000 more budget authority from printing costs for the general election ($82,000 budget increased to $135,000). We are also requesting $7,000 more in contractual services for the ballot mailing and tracking service part of the contract. These amounts will be covered by increases in revenue from elections and registrations billed to municipalities throughout Whatcom County which utilize our services.

3a. Options / Advantages:

After much discussion, this proposal offers the best option for covering the costs incurred.

3b. Cost savings:

There are no additional cost savings to be gained.

4a. Outcomes:

The efforts and costs will be covered by the completion of the general election.

4b. Measures:

The costs incurred will be paid.

5a. Other Departments/Agencies:

None.

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

None.

6. Funding Source:

Grant revenue for prepaid postage

Elections and Registrations revenue for printing and contractual service costs of the general election.

Supplemental Budget Request

Status: Pending

Auditor

Supp'l ID # 2645 | ***Fund*** 166 | ***Cost Center*** 16600 | ***Originator:*** Debbie Adelstein

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

Name of Request: Salary and benefits for part-time records project

X Debbie Adelstein 9/13/18

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

Costs:

Object	*Object Description*	*Amount Requested*
6120	Extra Help	$24,000
6210	Retirement	$1,245
6230	Social Security	$3,213
6245	Medical Insurance	$3,620
6255	Other H&W Benefits	$321
6259	Worker's Comp-Interfund	$573
6269	Unemployment-Interfund	$55
Request Total		***$33,027***

1a. Description of request:

The Auditor's Office has an on-going project to index historical documents and bring them online for public display. We currently have three part-time employees who work to complete this task. This request is for the remaining 4 months of 2018.

1b. Primary customers:

Public

2. Problem to be solved:

Gives online access to historical documents to the public.

3a. Options / Advantages:

This is the best option to have the documents reviewed in-house and indexed.

3b. Cost savings:

No cost savings

4a. Outcomes:

Additional documents available to the online pool.

4b. Measures:

Number of documents available online.

5a. Other Departments/Agencies:

None.

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

None.

6. Funding Source:

Auditor's O&M Fund