



**City of Bellingham**  
**City Council Regular Meeting Agenda**  
March 14, 2022, 7:00 PM

Mayor: Seth Fleetwood  
Council Members: Hannah Stone, Hollie Huthman,  
Daniel Hammill, Edwin H. "Skip" Williams, Lisa Anderson,  
Michael Lilliquist and Kristina Michele Martens  
Legislative Assistant: Nalini Margaitis

Contact: (360) 778-8100, [mayorsoffice@cob.org](mailto:mayorsoffice@cob.org)  
Contact: (360) 778-8200, [ccmail@cob.org](mailto:ccmail@cob.org)  
<https://cob.org/council>  
All meetings are held in the City Hall Council Chambers at  
210 Lottie Street, Bellingham, WA, unless otherwise noted.  
Please note the doors to City Hall unlock at 6:30 PM.

Council members will participate in this meeting remotely through an online web-based meeting platform. Per Washington State Proclamation 20-28, in-person attendance at meetings is not required at this time. Council meetings are streamed live via the City's website at <https://cob.org/meetings> and on the City's YouTube channel at <https://cob.org/btv>. Meetings are also broadcast in high definition on BTV on Comcast channel 321, and in standard definition on Comcast channel 10. Members of the public who do not have cable or Internet access may listen to the meeting via telephone. Members of the public who would like to listen by phone can do so using any of the following phone numbers:

- (253) 215-8782
- (346) 248-7799
- (669) 900-6833
- (301) 715-8592
- (312) 626-6799
- (929) 205-6099

Advance Public Hearing testimony, and general Public Comment, can always be presented to the Council:

- by mail (210 Lottie Street, Bellingham, WA 98225)
- online
  - for a public hearing: <https://cob.org/publichearing>
  - for general public comment: <https://cob.org/ccpubliccomment>
- by telephone (360-778-8200)

Members of the public are also invited to provide live testimony during all Public Hearings. The topic of each Public Hearing is published in advance. Testimony provided by members of the public must be on topic. Pre-registration through the sign-up link (<https://cob.org/ccsignup>) is encouraged but not required. To testify live during a Public Hearing, speakers can join the remote meeting at the following link: <https://cob.org/cczoom>

Meeting ID: **919 5742 8832**

Password: **9**

**The following items are heard in the Regular Meeting only:**

**Call to Order**

**Announcements & Upcoming Meetings:**

Bellingham City Council meets all requirements of the State of Washington Open Meetings Act.

1. On March 21, 2022 at 6:00 PM, Bellingham City Council will hold its first Town Hall meeting remotely via Zoom. The first Town Hall meeting will be devoted to Community Voices on Climate Action. You may join the meeting via: <https://www.cob.org/cctownhall> Webinar ID: 924 1334 0826 Passcode: 727693
2. On March 23, 2022 at 6:30 PM, Bellingham City Council will hold the Annual Lake Whatcom Joint Councils and Commissioners Meeting remotely via Zoom. You may join the meeting via: <https://zoom.us/join> Webinar ID: 986 7352 1211 Passcode: 912499

**Roll Call**

**Mayor's Report**

Standing time for briefings, updates and reports to Council by the Mayor, if needed.  
Information only.

- |              |  |             |
|--------------|--|-------------|
| <b>23288</b> | <b>1. Mayor's Appointment of William Liddicoet to the Mayor's Neighborhood Advisory Commission (Information)</b> | <b>p. 6</b> |
|--------------|--|-------------|

**The following are heard in both Committee sessions and Regular Meeting in order below:**

**Council Standing Committee Meetings:**

Open to the public to attend. Note: there is generally no public comment period for Committee sessions. Standing Committee Members receive reports and information, ask questions and, when appropriate, vote on a recommended action for consideration by the full Council at the Regular Meeting. The notice of Committee Meetings identified below also serves as notice of Special Meetings of the City Council at the times identified as Council Members who are not members of the committee routinely attend and participate in the Committee Meetings. Committee Chairs give a report of the Committee Meeting at the Regular Meeting in the evening prior to deliberation and formal vote in the order shown below:

**Public Works and Natural Resources 10:00 AM**

Michael Lilliquist, Chair

Lisa Anderson, Kristina Michele Martens

- |              |           |   |              |
|--------------|-----------|---|--------------|
| <b>23289</b> | <b>1.</b> | <b>Report from the February 16, 2022 Lake Whatcom Policy Group Meeting</b>                  | <b>p. 9</b>  |
| <b>23290</b> | <b>2.</b> | <b>Bid Award for Bellingham Central Library Freight Elevator Upgrades, BID #58B-2021</b>    | <b>p. 15</b> |
| <b>23291</b> | <b>3.</b> | <b>Electrification of Transportation Grant from Washington State Department of Commerce</b> | <b>p. 20</b> |

**Community and Economic Development 10:30 AM**

Hollie Huthman, Chair

Michael Lilliquist, Kristina Michele Martens

- |              |           |  |              |
|--------------|-----------|--|--------------|
| <b>23292</b> | <b>1.</b> | <b>Introduction to the 2022-23 Consolidated Action Plan for Housing &amp; Services</b> | <b>p. 53</b> |
|--------------|-----------|--|--------------|

**Committee Of The Whole 1:00 PM**

Hannah Stone, Chair

Hollie Huthman, Daniel Hammill, Edwin H. "Skip" Williams, Lisa Anderson, Michael Lilliquist, Kristina Michele Martens

Please be advised that if the City Council is ahead of schedule, they may start with old/new business before the official Committee of the Whole meeting time.

- |              |           |  |              |
|--------------|-----------|--|--------------|
| <b>23277</b> | <b>1.</b> | <b>Discussion of In-Person Council Meetings</b>  | <b>p. 60</b> |
| <b>23293</b> | <b>2.</b> | <b>Update on RV's and the 72 Hour Rule</b>   | <b>p. 63</b> |
| <b>23294</b> | <b>3.</b> | <b>An Ordinance Amending the 2021-2022 Biennial Budget Increasing Expenditures of American Rescue Plan Act Funding to Support the Childcare Industry</b> | <b>p. 68</b> |
|              | <b>4.</b> | <b>Approval of Minutes</b>   |              |
|              | <b>5.</b> | <b>Old/New Business</b>  |              |

## **Executive Session 2:00 PM**

Closed to the public. Report in the Regular Meeting only:

- 1. Potential Property Acquisition (Marriner, approx. 10 min)**
- 2. Potential Property Acquisition (Stamps, approx. 15 min)**
- 3. Labor Relations: Discuss Collective Bargaining Strategy (Monahan, approx. 15 min)**

## **Consent Agenda**

All matters listed on the Consent Agenda are considered routine and/or non-controversial items and may be approved in a single motion. A member of the Council may ask that an item be removed from the Consent Agenda and considered separately.

- |              |           |  |              |
|--------------|-----------|--|--------------|
| <b>23295</b> | <b>1.</b> | <b>Authorization of A/P Transactions Issued February 11, 2022 through February 17, 2022</b>      | <b>p. 75</b> |
| <b>23296</b> | <b>2.</b> | <b>Authorization of A/P Transactions Issued February 18, 2022 through February 24, 2022</b>      | <b>p. 76</b> |
| <b>23297</b> | <b>3.</b> | <b>Authorization of Payroll Labor Cost Payments Dated February 01, 2022 to February 15, 2022</b> | <b>p. 77</b> |

## **Final Consideration of Ordinances**

- |              |           |   |              |
|--------------|-----------|---|--------------|
| <b>23241</b> | <b>1.</b> | <b>An Ordinance Amending Bellingham Municipal Code Chapters 7.04.030 and 8.04.070 Regarding Keeping Dogs and Animals Under Control in Parks</b>   | <b>p. 78</b> |
| <b>23279</b> | <b>2.</b> | <b>An Ordinance Amending the 2021-2022 Biennial Budget Increasing Expenditures and Adding Positions to Establish a Sanitation and Solid Waste Division in the Public Works Department</b> | <b>p. 81</b> |

## **Adjournment**

**Agenda Information:**

Council Committee and Regular Meeting agendas and agenda packets, which contain the supporting documentation for agenda items, are available to the public Wednesday afternoon prior to the meeting. They are posted at <https://cob.org/meetings>. A hard copy of the agenda packet is available for review from the reference desk at the Central Library or the Finance office at City Hall.

**Live Broadcast Information:**

The Bellingham City Council Committee Meetings are broadcast live on BTV Bellingham at the times listed on the Agenda. Committee session start times between 9:00 AM and 5:00 PM are estimated. A specific Committee may start later than the time published but will not begin earlier than its published time.

BTV can be found on cable systems as follows: Comcast channels 10 (standard) and 321 (high definition), and CenturyLink channels 40 (standard) and 1040 (high definition).

The meetings are also streamed live at <https://cob.org/btv> on the internet as they occur. Online viewers will see exactly what cable customers would see.

The Bellingham Public Library also has DVD's available for checkout. Video and audio files are available on the Internet at <https://cob.org/meetings> within 5 business days following each meeting.

**BTV Council Meeting Rebroadcast Schedule:**

Tues. 12 PM: Repeat broadcast of Monday afternoon Committee meetings  
Tues. 7 PM: Repeat broadcast of Monday night regular meeting  
Wed. 8 AM: Repeat broadcast of Monday night regular meeting  
Sat. 12 PM: Repeat broadcast of Monday afternoon Committee meetings  
Sat. 7 PM: Repeat broadcast of Monday night regular meeting

**Accessibility:**

The Council Chambers is fully accessible. Elevator access to the second floor is available at City Hall's west entrance. Hearing assistance is available, and a receiver may be checked out through the Deputy City Clerk prior to the evening session. For additional accommodations, contact the Legislative Assistant at 778-8200 in advance of the meeting. Thank you.

**Next City Council Meeting  
Monday, March 28, 2022**

**Deadline to submit material for any public hearing for inclusion in the published agenda packet is 8:00 a.m. on Wednesday prior to the meeting.**



# City Council Agenda Bill

23288

Bill Number

Subject: **Mayor's Appointment of William Liddicoet to the Mayor's Neighborhood Advisory Commission (Information)**

Summary Statement: The Mayor's Neighborhood Advisory Commission is authorized by BMC 2.33.020.

The Mayor appoints William Liddicoet as the Fairhaven Neighborhood Primary Representative to his first partial term, which will expire on 10/18/22, at which time he may be reappointed.

Previous Council Action: **N/A**

Fiscal Impact: **None**

Funding Source: **None**

Attachments: 1. APPLICATION

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Mayor's Report - Appointment - For Information	03/14/2022	Information/Discussion	Mayor Seth Fleetwood	0 minutes

**Recommended Motion:**

**Council Committee:**

**Agenda Bill Contact:**  
Tracy Lewis, Mayor's Office

**Council Action:**

Reviewed By	Department	Date
<i>Brian M. Heinrich</i>	Executive	03/08/2022
<i>Alan A. Marriner</i>	Legal	03/08/2022
<i>Seth M. Fleetwood</i>	Executive	03/09/2022

**Lewis, Tracy L.**

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**From:** noreply@cob.org on behalf of City of Bellingham <noreply@cob.org>  
**Sent:** Thursday, February 25, 2021 9:45 AM  
**To:** Lewis, Tracy L.  
**Subject:** Boards and Commissions Application - William Liddicoet

## City of Bellingham

### Boards and Commissions Application

#### Entry Details

WHICH BOARD OR COMMISSION ARE YOU INTERESTED IN? Mayor's Neighborhood Advisory Commission

NAME William Liddicoet

EMAIL

PRIMARY PHONE

SECONDARY PHONE

MAILING ADDRESS , BELLINGHAM, Washington  
98225

IS YOUR HOME ADDRESS THE SAME AS YOUR MAILING ADDRESS? Yes

DO YOU LIVE WITHIN BELLINGHAM CITY LIMITS? Yes

HOW LONG HAVE YOU LIVED IN BELLINGHAM? 2-1/2 years

WHAT NEIGHBORHOOD DO YOU LIVE IN? Fairhaven

**CURRENT (OR FORMER IF RETIRED) OCCUPATION** Consultant

**HIGHEST LEVEL OF EDUCATION** MBA

**PROFESSIONAL / COMMUNITY ACTIVITIES YOU ARE INVOLVED IN** Fairhaven Neighborhood Association

**QUALIFICATIONS RELATED TO THIS POSITION** 1 year as member of Fairhaven Neighborhood Association board

**DESCRIBE WHY YOU ARE INTERESTED IN SERVING ON THIS BOARD OR COMMISSION** As a recent transplant to Bellingham, I am interested in learning more about my community and participating in making it an even better place to live.

**DO YOU OR YOUR SPOUSE HAVE A FINANCIAL INTEREST IN, OR ARE YOU AN EMPLOYEE OR OFFICE OF ANY BUSINESS OR AGENCY WHICH DOES BUSINESS WITH THE CITY OF BELLINGHAM?** No

## References (Preferred)

### Reference 1

**NAME** Scott Slaba

**EMAIL**

**PHONE**

**UPLOAD FILES**





# City Council Agenda Bill

23289

Bill Number

Subject: **Report from the February 16, 2022 Lake Whatcom Policy Group Meeting**

Summary Statement: The Lake Whatcom Policy Group, consisting of representatives from the Lake Whatcom Water and Sewer District, the Whatcom County Council, the Sudden Valley Community Association, and the Bellingham City Council meets regularly to discuss policy issues regarding Lake Whatcom. The Public Works and Natural Resources Committee chair will provide a briefing on the discussion and recommendations from the February 16, 2022 Policy Group Meeting.

Previous Council Action: 7/20/2020, Council Adopted Lake Whatcom Management Program 2020-2024 Work Plan

Fiscal Impact: **Total Lake Whatcom Management Program Estimated 2020-2024 Costs: \$60.18M**

Funding Source: **City (Multiple Funds), County and LWWSD**

Attachments: 1. LAKE WHATCOM POLICY GROUP REPORT

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Information Only	03/14/2022	Information/Discussion	Councilmember Michael Lilliquist	5 minutes

**Recommended Motion:**

**Council Committee:**  
Public Works and Natural Resources Committee

**Agenda Bill Contact:**  
Mark Gardner, 778-8204

**Council Action:**

Reviewed By	Department	Date
<i>Mark J. Gardner</i>	Council Administration	03/01/2022
<i>Matthew T. Stamps</i>	Legal	03/08/2022
<i>Seth M. Fleetwood</i>	Executive	03/08/2022



## Lake Whatcom Policy Group

### February 16, 2022 Meeting

### Brief Digest of Presentations and Discussion

**Policy Group members in attendance:** Michael Lilliquist, Skip Williams (Bellingham City Council); Todd Donovan, Kaylee Galloway (Whatcom County Council); Leslie McRoberts (Lake Whatcom Water and Sewer District Board); Nancy Alyanak (Sudden Valley Community Association). Other Council or Board members present: Todd Citron (Lake Whatcom Water and Sewer District Board); Lisa Anderson (Bellingham City Council).

#### 1. Policy Group background and role

Staff provided a brief summary of the history and role of the Policy Group. The group was started in 2008 to provide an informal format for briefings and conversations between staff and policy makers regarding the lake. The Lake Whatcom Management Program requires at least two meetings per year of the legislative bodies of the jurisdictions, so the meetings of the Policy Group complement the annual Joint Councils and Commissioners meeting that is held in March. Staff bring forward policy matters for discussion for early feedback and provide informational briefings on program implementation and other issues impacting the lake that are relevant to future policy discussions. The group was originally composed of representatives of the City and County Councils and the Lake Whatcom Water and Sewer District Board, and a representative from Sudden Valley was later added to reflect that community's impact on the watershed.

The group is not subject to quorum rules because there is limited participation from each legislative body, but minutes are kept for the public and to capture the discussion for the benefit of the full membership of the respective legislative bodies. The jurisdictions have worked with the Department of Ecology to adopt a Total Maximum Daily Load (TMDL) for managing phosphorus and fecal coliform in the watershed, creating a framework for program implementation. As a result, there are fewer policy issues that staff need feedback on, and the policy group currently meets quarterly rather than more frequently.

#### 2. Discussion of 2022 Policy Group goals and agenda topics

Policy Group members and staff discussed potential topics for the rest of the year. A number of agenda items were added during this portion of the meeting, and as a result of discussions noted in items four and five below. Topics tentatively scheduled for the next three meetings are indicated below (new items in red):

##### June 1.

##### Stormwater

- Capital project review
- Update on Whatcom County's Lake Whatcom Stormwater Utility

	<p><u>Land Use</u></p> <ul style="list-style-type: none"> <li>○ Effectiveness of the land acquisition program in removing potential development units from the watershed</li> <li>○ Discussion of DNR's forestry regulations and impacts on water quality and other ecological goals</li> </ul> <p><u>Aquatic Invasive Species (AIS) Prevention Program</u></p> <ul style="list-style-type: none"> <li>○ AIS early season update</li> </ul> <p><b>September 7.</b></p> <p><u>Monitoring and Data</u></p> <ul style="list-style-type: none"> <li>○ Status of lake response model update and TMDL reassessment process</li> <li>○ Update on tributary monitoring and other data</li> </ul> <p><b>December 7.</b></p> <p><u>Aquatic Invasive Species (AIS) Prevention Program</u></p> <ul style="list-style-type: none"> <li>○ 2021 AIS program review</li> </ul> <p><u>Stormwater:</u></p> <ul style="list-style-type: none"> <li>○ Briefing on the Homeowner Improvement Program (HIP)</li> </ul>
<b>3. Annual Joint Councils/Commissioners Meeting agenda</b>	
	<p>Staff reviewed the annual meeting agenda. The goal is to focus the meeting on the most important topics and to reduce the meeting time from 2 hours to 90 minutes. The Lake Whatcom Water and Sewer District will chair the meeting. The meeting will be virtual. The annual program accomplishments report will be available before the meeting.</p> <p>The draft agenda includes the following items:</p> <ol style="list-style-type: none"> <li><b>1. Opening comments</b> – Satpal Singh Sidhu, Whatcom County Executive; Seth Fleetwood, Mayor of Bellingham; and Justin Clary, General Manager, Lake Whatcom Water and Sewer District.</li> <li><b>2. Lake Whatcom Monitoring Program Annual Report</b> – Dr. Angela Strecker, Institute for Watershed Studies, WWU</li> <li><b>3. Lake Whatcom Management Program Annual Report</b> – Interjurisdictional Coordination Team, Focus on 2021 accomplishments, 2022 Program activities, and the TMDL revision process.</li> <li><b>4. Public comment period</b></li> </ol>
<b>4. Presentation: Annual Lake Whatcom Build-out Report</b>	
	<p>Staff provided a briefing on the results of the annual Lake Whatcom buildout report. The purpose of this report is to track residential development and capacity over time, and it has been produced annually since 2005. The report is a gross analysis of residential development potential and looks at parcel data from the County Assessor and the underlying zoning so it is easy to update annually. A lot with</p>

residential zoning and with a structure value greater than \$10,000 is considered developed. There are no unit reductions for things such as critical areas or lot restrictions. Lots zoned as commercial or commercial forestry are excluded, as are parcels zoned for public use such as parks. In calculating development capacity, the number of units possible on any given parcel are always rounded down. For analysis, parcels are categorized as City, Urban Growth Area (UGA), Sudden Valley, and the rural watershed. The report includes tables showing total developed parcels as well as lots that are potentially developable.

Development potential in the City and its UGA is relatively low, with fewer than 100 developable units in each. Sudden Valley and the rural watershed have the greatest development potential, with 504 and 712 developable units respectively. Lots in the rural watershed tend to be large, with 84% of lots requiring at least 5 acres for each new residential unit. Because of the larger lot sizes, the total developable acres in the rural watershed are quite high at 3,045 acres.

Over last 5 years about 45 new units have been developed in the watershed each year. On average about 20 units are developed each year in Sudden Valley. In 2021 there were 31 units developed, with 20 of those being in Sudden Valley. A few years ago there were about 80 units developed in the rural watershed at the Wildwood Area condominium.

This report helps guide the decisions of the Land Acquisition program, and this analysis of developable units is combined with other factors, such as proximity to streams and the lake shore, to identify target lots for purchase. Data on acquisition is collected in a spreadsheet that is updated annually, and the number of units removed from potential development by the acquisition program are reported annual in the LWMP progress report. The Policy Group requested that staff bring back data for the June meeting indicating the impact of the acquisition program in reducing development potential in the watershed.

The 2022 watershed buildout report for 2022 and prior years is available at: <https://www.lakewhatcom.whatcomcounty.org/resources>

## 5. Forestry Issues

**Whatcom Mountain Bike Coalition.** The Whatcom Mountain Bike Coalition (WMBC) wants to do trail maintenance in the winter but under current regulations can't disturb more than 500 square feet during the winter season. A permit was issued allowing the WMBC to proceed with trail work in 500 square foot increments. The WMBC expressed interest in applying for a programmatic permit which would allow such incremental work over the next 5 years. The WMBC also asked about potentially amending the code to allow certain activities to exceed the threshold within the winter window, especially in response to the need to rehabilitate trails after logging operations. This would require getting a code amendment on the Whatcom County docket, and code changes would be up to the County Council. There are concerns that such a change could lead to more phosphorus flowing into

the lake and also concerns that this change could create a pathway for others to seek similar amendments, undermining the intent of the regulations.

**Lake Whatcom Landscape Plan-DNR Bessie Logging Sale.** The County Council voted 4-3 to approve a letter to the Department of Natural Resources (DNR) Commissioner Hillary Franz and the DNR Board of Natural Resources requesting a pause in this planned timber sale, along with reengagement with the County to discuss the implications of logging in the watershed. Some of the sale would be older growth trees, although there was conflicting information on the age of those trees. Litigation on DNR's plans for harvests on state trust lands is also ongoing, and DNR is looking at changing the ways it harvests older trees. DNR has had one meeting with the County to discuss next steps. Lake Whatcom water quality is at the top of the list of County concerns, and the County Council wants to look at the science on the impacts of logging on water quality. Other County goals include climate resilience and sustainable forestry practices.

This specific sale is divided into different timber types and ages which are then sold to different mills. DNR maintains control of the harvest, with strict rules. An Interjurisdictional Committee (IJC) includes City and County staff and also includes a city contractor who reviews planned sales with DNR before harvest. Buffers and road crossings are examined for conformity with the habitat conservation plans of DNR. There is one fish bearing stream in the area of the sale, and that requires a 175 foot buffer. Several smaller streams are also in the area and have smaller buffers. The purpose of the buffers is to provide for species protection and to protect water quality.

The County Council was concerned about the February date set for the timber sale and wanted to get the letter in before the sale was finalized. The timeline for the sale has now been extended. The letter was not against the sale but asked for a pause to address community concerns. Information provided by DNR on the age of the trees was different from what was understood in the community. The County has now passed a Climate Action Plan (CAP) which raises the level of scrutiny. A question that arises is whether the regulations adequately protect all of the things needing protection. The current DNR Landscape Plan that applies to Lake Whatcom requires increased buffers around streams and steep slopes, and also targets the harvest of older trees. This plan only applies to harvests on DNR properties, not private lands. Other DNR regulations added since the Landscape Plan was adopted have added new restrictions.

Forest practices are not part of the phosphorus TMDL limits, and the Department of Ecology has approved forestry activities under current rules. The "Clean Water Assurances" from Department of Ecology that allow logging were put in place a few decades ago. DNR was given 10 years to prove logging does not impact water quality, and this was later extended another decade. The DNR has done some studies elsewhere in the state that establish logging as a safe activity under some circumstances, but not all the needed studies have been completed. Policy Group members requested that staff bring back information at the June meeting on the landscape plan and whether the plan is sufficiently protective. The landscape plan

	was meant to strike a balance between water quality and the goal of keeping local jobs and timber supply, and to allow for sales that provide money for state trust beneficiaries. A broad policy discussion will include these issues, and perhaps include a representative of the DNR.
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**Upcoming Lake Whatcom Meetings:**

- March 23, 2022, 6:30 PM: Annual Lake Whatcom Program Joint Councils and Commissioners Meeting
- June 1, 3:00 P.M.: Lake Whatcom Policy Group



# City Council Agenda Bill

23290

Bill Number

Subject: **Bid Award for Bellingham Central Library Freight Elevator Upgrades, BID #58B-2021**

Summary Statement: The Bellingham Central Library Freight Elevator Upgrades Project includes new safety and equipment improvements regarding the existing elevator's fire alarming devices, electrical circuits and paneling, and new paint in the hoistway. Bids were publicly opened on January 26, 2022. R.C. Zeigler Company, Inc. was the responsible bidder at \$366,373.12 including any applicable Washington State Sales or Use Tax. The engineer's estimate was \$348,160.

Previous Council Action: **Approval of the 2021-2022 budget**

Fiscal Impact: **The contract will cost approximately \$366,373.12 and will be funded using Real Estate Exise tax revenue.**

Funding Source: **Fund 141- 1st 1/4 REET**

Attachments:

1. STAFF MEMO
2. BID #58B-2021 - VICINITY MAP
3. BID #58B-2021 - BID TABULATION
4. BID #58B-2021 - MANDATORY BIDDER'S RESPONSIBILITY CHECKLIST

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Vote Requested	03/14/2022	Award Bid	Eric Johnston, Public Works Director	5 minutes

**Recommended Motion:**

**Council Committee:**  
Public Works and Natural Resources  
Committee

**Agenda Bill Contact:**  
Carol Rofkar, Superintendent 360-778-7973

Reviewed By	Department	Date
<i>Eric C. Johnston</i>	Public Works	03/08/2022

**Council Action:**

<i>Matthew T. Stamps</i>	Legal	03/08/2022
<i>Seth M. Fleetwood</i>	Executive	03/08/2022



**City of Bellingham**  
210 Lottie Street  
Bellingham, WA 98225

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## STAFF REPORT

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**TO:** CITY COUNCIL  
**FROM:** ERIC JOHNSTON, PUBLIC WORKS DIRECTOR  
**CC:** MAYOR SETH FLEETWOOD  
**SUBJECT:** BID AWARD 58B-2021 – BELLINGHAM CENTRAL LIBRARY, FREIGHT ELEVATOR UPGRADES  
**DATE:** 14 March 2022

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### **BACKGROUND:**

The Bellingham Central Library Freight Elevator Upgrades Project includes new safety and equipment improvements regarding the existing elevator's fire alarming devices, electrical circuits and paneling, and new paint in the hoistway.

The project has been designed with specifications by the project's elevator consultant, ECS, Elevator Consulting Services, Inc.

### **EVALUATION AND STAFF ANALYSIS:**

In accordance with the Project Standard Specification 1-02.13, I am requesting Bid 58B-2021, Bellingham Central Library – Freight Elevator Upgrades be awarded to the responsive, responsible bidder: R.C. Zeigler Company, Inc.

The City received 2 bids which were publicly opened at 11 A.M. on January 26, 2022. R.C. Zeigler Company, Inc. was the responsible bidder who submitted a bid of \$366,373.12 including any applicable Washington State Sales or Use Tax. The engineer's estimate was \$348,160.00.

**RECOMMENDATION ACTION:** Award BID 58B-2021 to R.C. Zeigler Company, Inc.

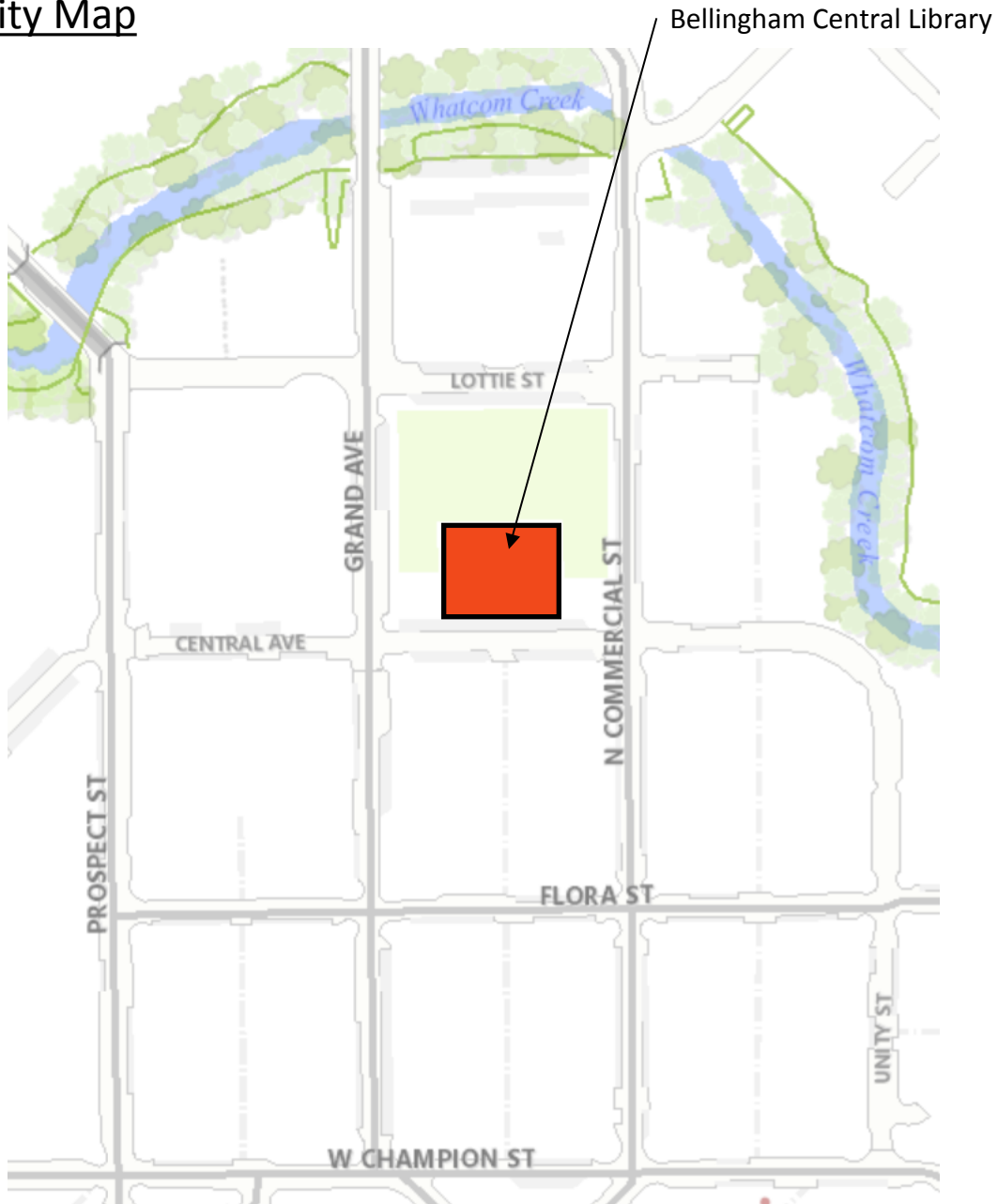




## **Bellingham Central Library Freight Elevator Upgrades**

Bid 58B-2021

### **Vicinity Map**



**Engineering**  
104 W Magnolia St., Suite 109  
Bellingham, WA 98225  
(360) 778-7900  
Fax: (360) 778-7901  
pw@cob.org

**Natural Resources**  
104 W Magnolia St., Suite 109  
Bellingham, WA 98225  
(360) 778-7800  
Fax: (360) 778-7801  
pw@cob.org

**Operations**  
2221 Pacific Street  
Bellingham, WA 98229  
(360) 778-7700  
Fax: (360) 778-7701  
pw@cob.org

Bellingham Central Library Freight Elevator Upgrades  
City of Bellingham Public Works - Facilities  
Bid Tabulation

Bid No. 58B-2021  
Bid Opening: 11 AM, 01/26/22  
2221 Pacific Street; Bellingham, WA 98229

	BASE BID	%tax BASE BID	TOTAL BASE BID
Engineer's Estimate*	\$320,000.00	28,160.00	\$348,160.00
R.C. Zeigler Company, Inc.	\$336,740.00	\$29,633.12	\$366,373.12
Cascade Elevators, <i>non-responsive</i>	\$226,865.00	\$19,964.12	\$246,829.12 <i>rejected</i>
		\$0.00	\$0.00
		\$0.00	\$0.00

\*The Engineer's Estimate at the bid opening did not include the full scope of work, and is corrected to be \$320,000.00.

*These bid tabs have been analyzed for unbalanced bid items in accordance with the Standard Specification 1-02.13(2)(b). It is the Project Manager's intent to award the bid, unless otherwise indicated in writing, below, to:*

R.C. Zeigler Company, Inc.

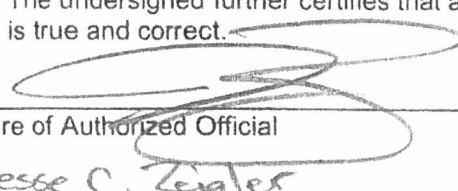
Signed:



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Russ Isaly, Facilities Project Manager

# MANDATORY BIDDER RESPONSIBILITY CHECKLIST

Bid Number: <u>58B-2021</u> ✓	Bid Submittal Deadline: <u>1.26.22</u> ✓
Project Name: <u>Bellingham Central Library Freight Elev. Upgrade</u>	Project Number: <u>58B-2021</u> ✓
Bidder's Business Name: <u>R.C. Zeigler Company, Inc.</u> ✓	City Business Registration Number: _____ Active? <u>In Process</u> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/>
<b>CONTRACTOR REGISTRATION</b> <a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
License Number: <u>RCZEIC1183MN</u> ✓	License Active? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> ✓
Effective Date: <u>07 / 15 / 1982</u> ✓	Expiration Date: <u>08 / 14 / 2023</u>
<b>UBI/TAX REGISTRATION NUMBER</b> <a href="https://secure.dor.wa.gov/gteunauth/">https://secure.dor.wa.gov/gteunauth/</a> (go to Business Lookup)	
UBI/TAX Registration Number: <u>600-442-150</u> ✓	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/> ✓
<b>INDUSTRIAL INSURANCE COVERAGE</b> <a href="https://fortress.wa.gov/lmi/crpsi/MainMenu.aspx">https://fortress.wa.gov/lmi/crpsi/MainMenu.aspx</a>	
Account Number: <u>408-365-00</u> ✓	Account Current? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>EMPLOYMENT SECURITY DEPARTMENT</b>	
Employment Security Department Number: <u>510845006</u>	
Has Bidder provided account number on the Bid Form? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>NOT DISQUALIFIED FROM BIDDING</b> <a href="https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx">https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx</a>	
Is the Bidder listed on the "Debarred Contractors List" list of the Washington State Department of Labor and Industries Website?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> ✓ Attach printout from website
<a href="https://www.SAM.gov/">https://www.SAM.gov/</a> (go to Search Records)	
Is the bidder listed on the current debarred or suspended bidder list available on the U.S. General Services Administration's System for Award Management ("SAM") website?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> ✓ Attach printout from website
<b>BIDDER CERTIFICATIONS</b>	
1. The bidder hereby certifies under penalty of perjury under the laws of the State of Washington that, within the 3-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of RCW 49.46, 49.48, or 49.52, 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.	
2. The undersigned further certifies that bidder (check one): <input type="checkbox"/> Has received training on the requirements related to public works and prevailing wage as mandated in RCW 39.04.350(1)(f) or <input checked="" type="checkbox"/> Is exempt from such training because it has completed three or more public works projects and has had a valid business license in Washington for three or more years.	
3. The undersigned further certifies that all other information provided by or on behalf of bidder on this form is true and correct.	
Signature of Authorized Official 	Date <u>1.25.22</u>
Print Name & Title <u>Jesse C. Zeigler</u>	Place of Execution (City & State) <u>Carnation Wa</u>
<b>CITY VERIFICATION</b>	
City Purchasing Manager or Designee <u>Mary K. Newby for Connie Allen</u>	Date <u>2/10/2022</u>
Has bidder satisfied applicable supplemental responsibility criteria? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Documentation on file	



# City Council Agenda Bill

23291

Bill Number

Subject: **Electrification of Transportation Grant from Washington State Department of Commerce**

Summary Statement: The City of Bellingham plans to increase electric vehicle (EV) charging infrastructure Citywide as part of its commitment to addressing climate change. As part of Project #3 in the Six Year (2022-2027) Transportation Improvement Program (TIP), the City proposes to install forty-five dual-plug charging stations on City-owned or managed land, including public parks, rights-of-way and City facilities. The Parks Board has approved the proposed EV charging stations locations in City parks. The project is funded with a \$1.5M Electrification of Transportation Grant from Washington State Department of Commerce and \$500K in matching funds from the voter-approved Transportation Fund. Council approval of the Commerce Grant contract is required.

Previous Council Action: **Adoption of Resolution 2020-45 amending the 2018 Climate Action Plan; Staff presentation of CAP 2022 Implementation Plan; Adoption of 2021-2022 Biennium Budget and the Six Year TIP**

Fiscal Impact: **Grant provides \$1.5M and requires \$500k in matching funds, which were included in the 2021-2022 Biennium Budget**

Funding Source: **\$500,000 match comes from the Transportation Fund**

Attachments:      1. STAFF MEMO  
                         2. LOCATION MAP  
                         3. EV\_DRAFT CONTRACT\_21-92201-002

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Vote Requested	03/14/2022	Authorize Contract	Eric Johnston, PW Director	10 minutes

**Recommended Motion:**

**Council Committee:**  
Public Works and Natural Resources  
Committee

**Agenda Bill Contact:**  
Seth Vidaña, Climate and Energy Manager, PW Natural Resources  
Division, 360-778-7999

Reviewed By	Department	Date
<i>Eric C. Johnston</i>	Public Works	03/08/2022

**Council Action:**

<i>Matthew T. Stamps</i>	Legal	03/08/2022
<i>Seth M. Fleetwood</i>	Executive	03/08/2022



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## STAFF REPORT

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**TO:** BELLINGHAM CITY COUNCIL  
**FROM:** ERIC JOHNSTON, PUBLIC WORKS DIRECTOR  
**CC:** MAYOR SETH FLEETWOOD  
**SUBJECT:** ELECTRIFICATION OF TRANSPORTATION GRANT FROM WASHINGTON  
STATE DEPARTMENT OF COMMERCE  
  
**DATE:** MARCH 14, 2022

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### BACKGROUND

The City of Bellingham seeks to increase electric vehicle charging infrastructure City-wide as part of its commitment to addressing climate change. In 2018 the Bellingham City Council adopted the [Climate Protection Action Plan](#) (CAP). The plan was amended by the Council in November 2020 via [Resolution 2020-45](#) which added ten additional measures from the [Climate Action Task Force](#) to the CAP. One measure in the CAP focuses on “Promoting Hybrid and Electric Vehicles” while the [CAP 2022 Implementation Plan](#) includes “Enhancing Electric Vehicle Infrastructure”. These measures call for advancing electrification of transportation across the entire City, equitably, and promoting a shift from internal combustion engines to large-scale adoption of electric vehicles. This requires a comprehensive and aggressive approach to install chargers throughout all areas of the City, addressing end uses including workplace charging for commuters and City staff, destination charging in high-use commercial or tourism-focused locations, strategic deployment of EVSE in public rights-of-way, and access to charging stations in public parks. Overall, our community emissions target is a 40% reduction from 2000 levels by 2030. Transportation impacts make up 32% of those emissions per the City’s greenhouse gas inventory completed in 2015.

### CURRENT STATUS- ELECTRIC VEHICLE CHARGING STATIONS

As part of project #3, Clean Energy Transportation, in the Six Year (2022-2027) Transportation Improvement Program ([TIP](#)) the City proposes to install forty-five dual-plug charging stations on City-owned land, including public parks, rights-of-way, City facilities, and undeveloped City property throughout the City (see attached map). The proposal includes: five DC Fast Charging stations near on-and-off-ramps to Interstate 5, thirty-two dual-head Level 2 charging stations at established parking locations, and eight solar chargers (some with grid backup) at areas with higher use during summer months. These stations will provide charging for private vehicles as well as the City’s current and future fleet of electric cars, including vehicles from Public Works, Police and Fire Departments. Of the 90 plugs provided by this project, 70 will be publicly accessible and 20 will be reserved for fleet or employee commuters. Many sites serve multiple end-users and significant overlap is intentional to increase both the use of equipment and the efficiency of installations. Anticipated users of these facilities include a mix of residents, commuters, visitors, City staff, and City employees. They are placed strategically to allow shared use amongst these user types and high-use locations will be expanded in the future.

These charging stations and installations are funded through a \$1.5 million Electrification of Transportation grant from the Washington State Department of Commerce and \$500,000 in matching funds from the voter-approved Transportation Fund.

Staff are evaluating a list of prioritized locations for the new charging stations pending electrical engineering review. Selection was influenced by multiple factors such as a grant requirement to serve areas impacted by internal combustion vehicle pollution, desire to distribute charging sites throughout the City, estimated use by EV owners, availability of City-owned land, and proximity to power supply. Several locations will need improvements to electrical infrastructure. All sites will have at least one Level 2 charging station and three sites along Interstate 5 will have a Level 3 (fast) charger. Eight sites will include a solar charging station which may have a grid intertie. Each charger serves two parking stalls for a total of 90 available plugs.

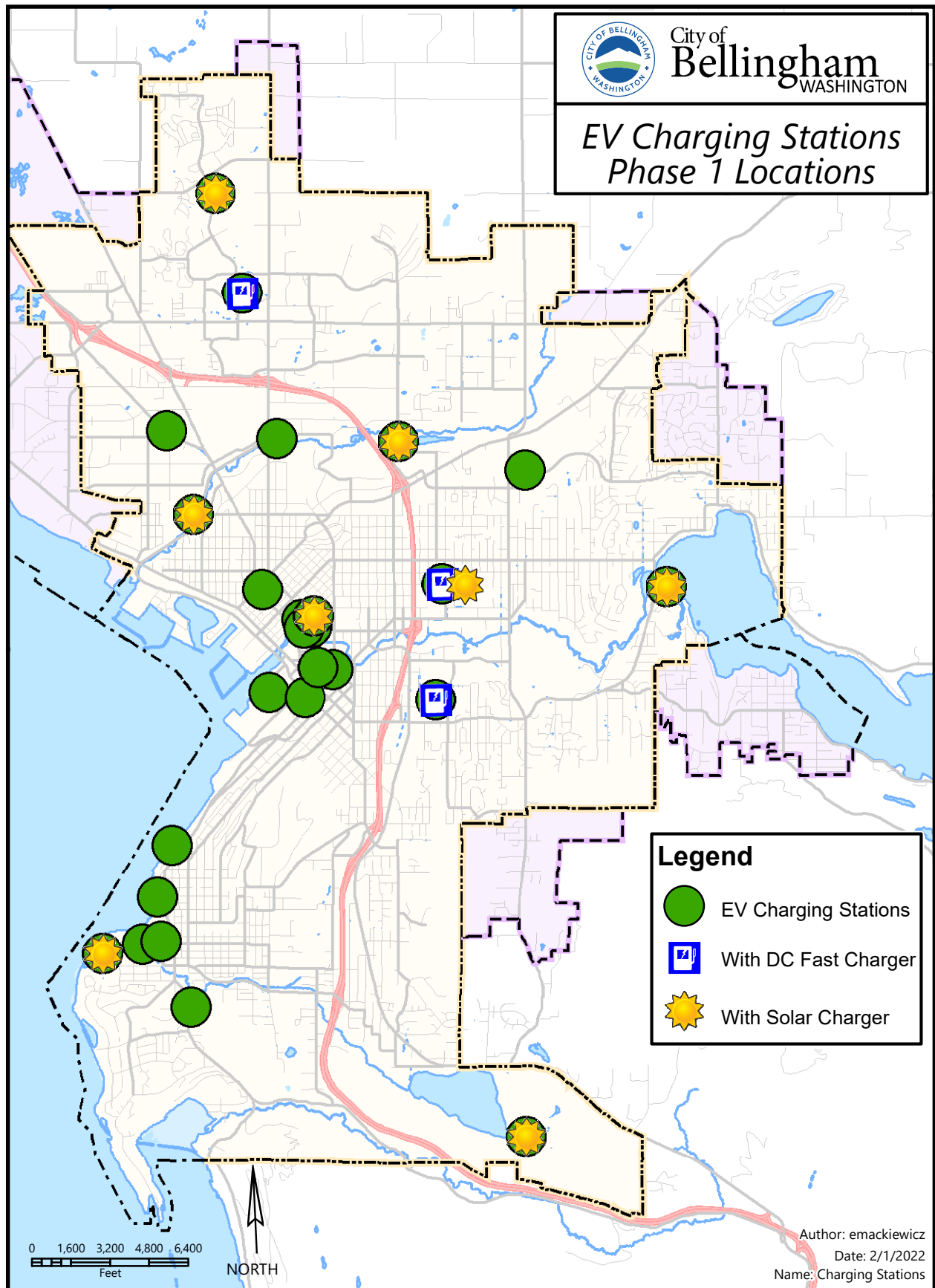
**NEXT STEPS:**

- Conduct electrical engineering review of prioritized locations
- Continue EV outreach planning
- Install first phase of chargers during Q3-Q4 2022 and second phase Q2-Q3 2023

**RECOMMENDATION COUNCIL ACTION:**

Authorize the Mayor to enter into Electrification of Transportation grant contract with Washington State Department of Commerce







STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE

1011 Plum St SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

January 24, 2022

City of Bellingham  
ATTN: Mayor Seth Fleetwood  
210 Lottie Street  
Bellingham, WA 98225

RE: Electrification of Transportation Systems Contract #21-92201-002

Dear Mayor Fleetwood:

Attached is the contract for a grant under the Electrification of Transportation Systems grants program. This contract details the terms and conditions that will govern the agreement between us. Please review the Special and General Terms and Conditions of the contract carefully. We recommend consulting with your legal advisor before accepting this offer.

Please use the DocuSign process to review and sign the contract. The Washington State Department of Commerce (Commerce) must receive the signed contract within 60 calendar days of the date of this letter. Failure to return the contract within this timeline may result in your project being delayed.

After the contracts have been fully executed by Commerce, the scanned original, along with instructions for invoicing and reporting will be emailed to you. If a hard copy is preferred, please indicate so upon return of the signed contract. We encourage you to store all pertinent documents associated with this project and grant offer in a file that is readily accessible to auditors for their periodic review.

A requirement of this program is that you must maintain updated project records as well as ensure current liability insurance documents are sent to Commerce annually.

We look forward to working with you over the course of your successful project. If you have any questions about this contract, please contact us.

Sincerely,

Forrest Watkins  
Energy Division  
360-522-3390  
[CEF@commerce.wa.gov](mailto:CEF@commerce.wa.gov)





**Capital Agreement with**

City of Bellingham

through

Electrification of Transportation Grants Program

**For**

Bellingham Electrification of Transportation

**Start date:** 01/03/2022

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**FACE SHEET**  
**Contract Number: #21-92201-002**  
**Washington State Department of Commerce**  
**Energy Division – Electrification of Transportation Systems Program**

<b>1. Contractor</b> City of Bellingham 210 Lottie St Bellingham, WA 98225		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> Seth Vidaña Climate and Energy Manager 360-788-7999 <a href="mailto:savidana@cob.org">savidana@cob.org</a>		<b>4. Commerce Representative</b> Forrest Watkins 360-522-3390 <a href="mailto:cef@commerce.wa.gov">cef@commerce.wa.gov</a>	
<b>5. Contract Amount</b> \$1,549,338.00		<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	
<b>7. Start Date</b> 01/03/2022		<b>8. End Date</b> 06/30/2025 (provided funds are re-appropriated into the next biennium)	
<b>9. Federal Funds (as applicable)</b> NA		<b>10. Federal Agency</b> NA	
<b>11. CFDA Number:</b> NA			
<b>12. Tax ID #</b> 91-6001229	<b>13. SWV #</b> SWV0000608-01	<b>14. UBI #</b> 371-001-201	<b>15. DUNS #</b> 010211977
<b>16. Contract Purpose</b> <p>To install charging stations on city-owned land for public, fleet and workplace use, including five (5) DC fast charging stations near on-and-off-ramps to Interstate 5, thirty-two (32) Level 2 charging stations at established parking locations, and eight (8) Level 2 off-grid solar chargers at areas with higher use during summer travel months.</p> <p>COMMERCE, defined as the Department of Commerce and Contractor acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Reporting, Attachment "D" - Budget Proviso Language, and Attachment "E" – Site List.</p>			
<b>FOR CONTRACTOR</b>  <hr/> Seth Fleetwood, Mayor, City of Bellingham <hr/> Date <hr/> Finance Director or Designee <hr/> Date <hr/> Office of the City Attorney <hr/> Date <hr/> Eric Johnston, Director, Public Works Department <hr/> Date		<b>FOR COMMERCE</b>  <hr/> Michael Furze, Assistant Director, Energy Division <hr/> Date <hr/> <b>APPROVED AS TO FORM ONLY</b> <b>BY ASSISTANT ATTORNEY GENERAL</b> June 15, 2018 <hr/> Sandra Adix, Assistant Attorney General <b>SIGNATURE ON FILE</b>	

## DECLARATIONS

The Washington State Department of Commerce (Commerce) has been appropriated funds under Section 1013 of the 2018 Capital Budget (Substitute Senate Bill 6090) (Chapter 2, Laws of 2018) to provide grants to demonstrate new approaches to the electrification of transportation systems.

### CLIENT INFORMATION

Legal Name:	City of Bellingham
Contract Number:	#21-92201-002
Award Year:	2020
State Wide Vendor Number:	SWV0000608-01

### PROJECT INFORMATION

Number of Sites	25
Project Title:	Bellingham Electrification of Transportation
Project Address:	See Attachment E
Project City:	Bellingham
Project State:	Washington
Project Zip Code:	98225

### GRANT INFORMATION

Grant Amount:	\$1,549,338.00
Non-State Match (1:5)	\$387,334.00
Type of Match Accepted:	Cash
Earliest Date for Reimbursement:	01/03/2022
Time of Performance:	01/03/2022 - 06/30/2025

### PROGRAM SPECIFIC TERMS AND CONDITIONS GOVERNING THIS GRANT

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

#### **1. INSURANCE (REPLACES SPECIAL TERMS AND CONDITIONS SECTION #1.8)**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of

Contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

**Local Government Contractors that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from Commerce, the contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from Commerce, the contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractors participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to Commerce a summary of coverages and a letter of self-insurance, evidencing continued coverage under contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this agreement.

**2. PUBLICITY (REPLACES GENERAL TERMS AND CONDITIONS SECTION #2.30)**

The Grantee will make reasonable efforts to notify Commerce of potential publicity, including but not limited to media coverage, site signage, and public events. The Grantee agrees to include references to Commerce or the Electrification of Transportation Grants Program as requested and approved by Commerce. The Grantee agrees to include Commerce or the Electrification of Transportation Grants program as a project funder. The Grantee agrees to notify and invite Commerce to any public events relating to this project, including but not limited to ground breaking ceremonies, ribbon cuttings, and public tours.

Grantee will allow Commerce to publicly share information on the project that is included in the application and contract. All other information shared will be coordinated with the Grantee, unless related to PUBLIC RECORDS ACT.

Unless addressed above, the Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**3. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #2.37)**

The Grantee may only subcontract work contemplated under this Contract if it provides written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief description of which tasks within the Grantee Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

The Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**4. TREATMENT OF ASSETS (REPLACES GENERAL TERMS SECTION #2.43)**

The parties do not anticipate that COMMERCE will furnish property (other than the funds granted herein) to Grantee for use in Grantee's performance under this Contract; provided, however, that title to any other property that may be so furnished by COMMERCE shall remain in COMMERCE. COMMERCE claims no ownership for the materials, goods, or services purchased by the Grantee for the completion of this Contract, regardless of reimbursement status under this contract.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Grantee under this clause shall also include Grantee's employees, agents or subcontractors.



**SPECIAL TERMS AND CONDITIONS  
CAPITAL STATE FUNDS**

**1.1. CONTRACT MANAGEMENT**

The Representative 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 Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Contract.

The Grantee and COMMERCE will notify the other party in writing of any of the contact information changes at any time.

**1.2. COMPENSATION**

COMMERCE shall pay an amount not to exceed the amount shown as grant amount on the Contract Face Sheet for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

**1.3. CHANGES TO SCOPE OF WORK**

All changes to the scope of work must be approved by COMMERCE prior to construction. In the event that a change to the Scope of Work occurs that would have changed the outcome of the application, COMMERCE reserves the right to reevaluate the project based on the original criteria outlined in the Notice of Funding Opportunity. Revisions that fail to meet the same criteria as the original application may lose grant funds, in part or in whole. If the revised project is no longer eligible for funding, the Grantee agrees to repay grant funds as requested by COMMERCE.

**1.4. MATCH**

If the Grantee fails to provide the agreed to match, including resulting from a change in project costs to the Grantee, COMMERCE reserves the right to reduce the award amount to maintain the agreed to match requirements.

**1.5. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of the applicable deliverable and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more than once per month.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and amount of funds requested. The invoice shall include the Grant Number referenced on the Contract Face Sheet.

The Grantee is required to maintain documentation to support invoiced costs and cost share obligations. The Grantee shall make these documents available to COMMERCE if requested.

COMMERCE will pay Grantee the amounts set forth in Attachment B upon full completion of each Milestone. Upon full completion of each Milestone, Grantee will provide an invoice and any required supporting documentation to the Representative of COMMERCE. Except as may be agreed by COMMERCE in its discretion, COMMERCE shall only be obligated to make payments upon demonstration of completion of all Deliverables within a given Milestone. However, it is acknowledged that in the event that Deliverables of a Milestone is delayed due to circumstances outside Grantee's control, COMMERCE may, in its sole discretion, reasonably negotiate with Grantee regarding paying for the Milestone Deliverables that are completed.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the account designated by the Grantee, as associated with the State Wide Vendor Number.

## **SPECIAL TERMS AND CONDITIONS CAPITAL STATE FUNDS**

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

### **Duplication of Billed Costs**

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

### **Disallowed Costs**

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## **1.6. SUBCONTRACTOR DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

## **1.7. HISTORIC OR CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Grantee shall, in accordance with Governor's Executive Order 21-02, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Grantee agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Grantee agrees that, unless the Grantee is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the Grantee shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Grantee shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Grantee agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Grantee finds it necessary to amend the Scope of Work the Grantee may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

## SPECIAL TERMS AND CONDITIONS CAPITAL STATE FUNDS

### 1.8. INSURANCE

This section is superseded by Program Specific Terms and Conditions #1.

~~The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this Contract.~~

~~The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.~~

~~The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.~~

~~The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:~~

~~**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.~~

### 1.9. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Current Washington State Capital Budget Proviso language (See Attachment D)
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting
- Attachment D – Budget Proviso Language
- Attachment E – Site List

**GENERAL TERMS AND CONDITIONS  
CAPITAL STATE FUNDS**

**2.1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2.2. ALLOWABLE COSTS**

Costs allowable under this Contract are actual expenditures according to an approved budget up to the maximum amount stated on the Contract Award or Amendment Face Sheet.

**2.3. ALL WRITINGS CONTAINED HEREIN**

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

**2.4. AMENDMENTS**

This Contract 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.

**2.5. AMERICANS WITH DISABILITY ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35**

The Grantee must 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.

**2.6. APPROVAL**

This Contract shall be subject to the written approval of COMMERCE's Authorized Representative and shall not be binding until so approved. The Contract may be altered, amended, or waived only by a written amendment executed by both parties.

**2.7. ASSIGNMENT**

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

## **2.8. ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorney's fees and costs.

## **2.9. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

## **2.10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **2.11. CONFORMANCE**

If any provision of this Contract 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.

## **2.12. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the Grantee terminate this Contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the Grantee in the procurement of, or performance under this Contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The Grantee and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Electrification of Transportation Systems Grants Program including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Contract. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a grant.

In the event this Contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Contract by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies

provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

## **2.13. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"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.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

## **2.14. DISALLOWED COSTS**

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

## **2.15. DISPUTES**

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

## **2.16. DUPLICATE PAYMENTS**

The Grantee certifies that work to be performed under this Contract does not duplicate any work to be charged against any other contract, subcontract, or other source.

## **2.17. GOVERNING LAW AND VENUE**

This Contract 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.

## **2.18. INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, for, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. "Claim" as used in this Contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

The Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Grantee's or any subcontractor's performance or failure to perform the Contract. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

## **2.19. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent Grantee relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

## **2.20. INDUSTRIAL INSURANCE COVERAGE**

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

## **2.21. LAWS**

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

## **2.22. LICENSING, ACCREDITATION, AND REGISTRATION**

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Contract.

## **2.23. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract.

## **2.24. LOCAL PUBLIC TRANSPORTATION COLLABORATION**

Where applicable, Grantee shall participate in local public transportation forums and implement strategies designed to ensure access to services.

## **2.25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Contract, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further contracts with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

## **2.26. PAY EQUITY**

The Grantee agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
  - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

## **2.27. POLITICAL ACTIVITIES**

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

## **2.28. PREVAILING WAGE LAW**

The Grantee certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

## **2.29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Contract shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Contract provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

## **2.30. PUBLICITY**

This section is superseded by Program Specific Terms and Conditions #2.

~~The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.~~

## **2.31. RECAPTURE**



In the event that the Grantee fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

## **2.32. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract.

Grantee 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 COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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.

## **2.33. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

## **2.34. RIGHT OF INSPECTION**

At no additional cost all records relating to the Grantee's performance under this Contract shall be subject at all reasonable times to inspection, review, and audit by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Grantee shall provide access to its facilities for this purpose.

## **2.35. SAVINGS**

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, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

## **2.36. SEVERABILITY**

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

## **2.37. SUBCONTRACTING**

This section is superseded by Program Specific Terms and Conditions #3.

~~The Grantee may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Grantee shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Grantee is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Grantee shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.~~

## **2.38. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

## **2.39. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

## **2.40. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Contract in a timely manner, COMMERCE has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Contract may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **2.41. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **2.42. TERMINATION PROCEDURES**

Upon termination of this Contract, COMMERCE, in addition to any other rights provided in this Contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

1. Stop work under the Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Contract had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

#### **2.43. TREATMENT OF ASSETS**

This section is superseded by Program Specific Terms and Conditions #4.

~~Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Contract, shall pass to and vest in COMMERCE 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 COMMERCE in whole or in part, whichever first occurs.~~

- ~~A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Contract.~~
- ~~B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.~~
- ~~C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~
- ~~D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Contract~~

~~All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.~~

#### **2.44. 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 Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## ATTACHMENT A – SCOPE OF WORK

### Purpose

The City of Bellingham seeks to install electric vehicle charging infrastructure City-wide as part of its commitment to promoting a mode shift from internal combustion engines to large-scale adoption of electric vehicles. The City's Climate Action Plan and subsequent Climate Action Task Force recommendations set clear goals for electrification of transportation, both across the general public and throughout the City's fleet of vehicles. Overall, our emissions target is a 40% reduction from 2000 levels by 2030. Transportation impacts make up 32% of those emissions, per a 2015 greenhouse gas inventory completed by the City. The City's Climate Action Task Force (CATF) recommendations, made via a stakeholder-led public process in 2019, call for advancing electrification of transportation across the entire City, equitably, with a current target to replace internal combustion transport with electric modes by 2035. This requires a comprehensive and aggressive approach to install chargers throughout all areas of the City, addressing end uses including workplace charging for commuters and City staff, destination charging in high-use commercial or tourism-focused locations, strategic deployment of EVSE in public rights-of-way, and access to charging stations in public parks. We developed a tiered ranking system to group potential sites for charging stations by location type, and then prioritize them by the expected use and accessibility at each site. Tier 1 sites are the best opportunities for public right-of-way charging. Tier 2 focuses on fleet charging. Subsequent tiers include ideal locations for EVSE at neighborhood destinations (3), City Parks (4), and for use by commuters, including City employees (5). Permitting and site control are not expected to be an issue as the City owns all of the project sites and they are all within City limits.

This project proposes to install forty-five (45) dual-plug charging stations on City-owned land, including public parks, rights-of-way, City facilities, and undeveloped City property. The proposal includes: five (5) DC Fast Charging stations near on-and-off-ramps to Interstate 5, thirty-two (32) dual-head Level 2 J1772 charging stations at established parking locations, and eight (8) off-grid solar chargers at areas with higher use during summer months. This project will be implemented by a team of experienced staff with the skill and ability to create significant value, both in cost-effectiveness and efficiency, and is shovel-ready work that will be undertaken quickly. These stations would provide charging for the City's current and future fleet of electric cars, light-duty trucks and SUVs, and Police and Fire Department support vehicles, aligning with Bellingham's 2008 Climate Action Plan (CAP). Many sites serve multiple end-users and significant overlap is intentional to increase both the use of equipment and the efficiency of installations. Anticipated users of these facilities include a mix of residents, commuters, visitors, City staff, and City employees. They are placed strategically to allow shared use amongst these user types and high-use locations will be expanded in future phases of the City's plan for electrification of transportation.

### Maintenance Plan

The City of Bellingham's Public Works Department Traffic Operations Division employs multiple Certified ChargePoint installers and would train these staff to manage other vendor equipment if purchased and installed. Simple small fixes related to the equipment, such as software errors or loose wiring can be repaired by this staff as part of their regular duties. Regular site maintenance would be conducted by City of Bellingham Facilities staff for all sites at City buildings or offices, with Public Works Traffic Operations maintaining access to the chargers in public Rights-of-Way. The City of Bellingham will enter into a five-year warranty agreement with any equipment vendor, and warranty-related damages would be repaired by the vendor. Issues with non-warranty-covered damage, such as that caused by vandalism or extreme weather events would be covered by the City at its cost, or through insurance.

Requests for maintenance or reports of non-functioning chargers will be directed to the Public Works Traffic Operations Division for inclusion in the CityWorks software used to dispatch crews for infrastructure maintenance. The City of Bellingham also uses a public-reporting software (See-Click-Fix) that will allow residents to directly report issues with charging equipment through their mobile device. Internally, CityWorks will be used to create service requests for maintenance of fleet charging stations, conducted by the Facilities Division. The City of Bellingham also has on-call electrical subcontractors under contract for maintenance of all electrical systems and buried wiring at City facilities.

A full maintenance plan will be developed as a component of Milestone D2 (See Attachment B - Budget).

### Utilization Plan

The City will monitor use of these sites, share that data with Commerce, and adjust charger operations, enforcement of limits to charging, and education and outreach as needed to maximize efficiency and use. If we find that stations are being underutilized, we will develop site-specific adaptive management strategies. We expect that the City's ability to collect and react to real-time data, coupled with our community's demonstrated interest in personal and municipal electrification goals will result in maximum utilization of all chargers identified in phase 1 of our plan. If our expectations are not met, and we find that stations are being underutilized, we will develop site-specific adaptive management strategies. For wired stations, this could include enhanced outreach, social marketing, community meetings, and partnering with local third-party advocacy groups that share the City's goals in reducing greenhouse gas emissions. For solar, off-grid stations, this could include backing up the system with a grid-tie, moving the equipment to a better location for solar exposure, or incentivizing use of off-grid systems with free or reduced-cost charging. Solar-only installations will only be moved within the

neighborhood they were placed, to serve the same users, unless pre-approved by Commerce and shown to be consistent with the equity requirements of the funding.

A full utilization plan will be developed as a component of Milestone D3 (See Attachment B - Budget). Future phases will build upon those data to optimize our network and facilitate a transition to EVs across the city.

#### Outreach Plan

The public education and stakeholder portion of this project will involve installing appropriate legal and educational signage on site, communicating to EV users about the functionality and usage of the stations, and advertising to non-EV owners about the benefits of electrification of transportation. Educational signage would include legal requirements under RCW 46.08.185 and details about the operation of the various types of stations including customer service contacts. Promotional materials generated to benefit existing EV owners would include maps of chargers, frequently asked questions, and other important information. This would be placed on a City-operated webpage with a simple URL to allow smartphone users to easily access the site. For stations set up with smart charging capabilities, information about off-peak usage would be emphasized by signage at each charger. In addition, the City would ensure that drivers can locate the chargers through standard road signage and inclusion in smartphone applications that would direct drivers to open chargers, such as the Chargepoint app. Our education and outreach plan will also include a contingency plan for under-utilized stations if usage falls below expected levels. This may include neighborhood-specific outreach or events to highlight stations.

The City will leverage its experience in communication and its community reach to promote chargers as they are available for public use as well as promote the benefits of electric vehicles to non-EV users to increase charger usage. This would include press releases and materials developed for distribution at dealerships, other automotive-based businesses and local non-profits. Partnerships with local dealerships would include events that allow demonstrations of EV chargers and test rides in electric vehicles. The education and outreach plan will also include using prominent stations at City owned facilities as opportunities to promote the benefits of electric vehicles to non-EV users at prominent locations. To ensure stakeholders are informed and supportive of the projects in shared areas, outreach to project partners will include opportunities for input to ensure that our installations accommodate their needs and develop win-win scenarios.

#### Benefits to Overburdened Communities

Ensuring that the benefits of this project are experienced by all members of the Bellingham community is a priority of the City. The City recognizes that overburdened communities experience greater barriers to owning an EV than the general public. This is especially true for individuals living in multifamily buildings, rental units, or other locations where they do not have a personal driveway or garage where they can install their own charging station. This project will reduce this barrier by making EV charging infrastructure more available throughout the entire Bellingham community, including within multifamily and mixed-use zones where single family homes are less common. The City plans to install fast charging stations close to areas zoned for multi-family use and near the Interstate 5 exits that serve those neighborhoods. By making EV charging more accessible, the City seeks to reduce barriers to owning an EV so more individuals in overburdened communities can enjoy the financial benefits of EV ownership, such as reduced gasoline costs. Additionally, this project will benefit overburdened communities by reducing local pollution from gas-powered vehicles. Research shows that overburdened communities experience higher levels of local pollution, resulting in increased rates of health issues such as asthma. This project will indirectly benefit these communities by supporting the transition of gas-powered vehicles to electric vehicles, which will reduce the amount of pollution exposure for communities living near I-5 and other busy arterial streets.

To include overburdened communities in our outreach efforts, the City will work with local organizations, such as the Opportunity Council, the Whatcom County Health Department, and local utilities, to develop and deliver information about the economics of EV ownership. This outreach could also include promotion of any State or Federal incentive programs if they become available. The City will consult with local community groups to gather feedback about its outreach efforts to overburdened communities as well as encourage members of overburdened communities to reach out with their questions or concerns through the City's Engage Bellingham platform, an online venue for public feedback, as well as email and phone. The City will use the feedback received to make improvements to its outreach strategies so it can better meet the needs of overburdened communities.

Major Components		
Quantity	Description	Site(s) Affected
5	Direct Current Fast Chargers (DCFC)	4
32	J1772 Level 2 Chargers	22
8	Solar powered Charging Equipment	8

8	J1772 Level 2 Chargers to pair with solar	8
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#### **Description of Miscellaneous Major Cost Items**

Purchase of 45 EVSE stations and their associated appurtenances. Contract for design of electrical systems necessary to install EVSE at each site. Contract for design of civil engineering items associated with utility and site disturbance associated with EVSE installation. Construction invoices for electrical and civil engineering work. Purchase and installation of paystations in select locations. Production and display of instructional and educational signage.

#### **Project Siting**

We developed a tiered ranking system to group potential sites for charging stations by location type, and then prioritize them by the expected use and accessibility at each site. Tier 1 sites are the best opportunities for public right-of-way charging. Tier 2 focuses on fleet charging. Subsequent tiers include ideal locations for EVSE at neighborhood destinations (3), City Parks (4), and for use by commuters, including City employees (5). Permitting and site control are not expected to be an issue as the City owns all of the project sites and they are all within City limits. Maps, plans, and this project's site-by-site budget shows the tier for each project in the attached documents. The City intends to proceed from the top of the list and install stations as funding, both internal and external, is available.

## ATTACHMENT B - BUDGET

Milestone	Milestone and Task Description	Key Deliverable(s)	Activity Period	Percent of CEF Grant	\$ Applicant Match	\$ Amount of CEF Grant
<b>A</b>	<b>Engineering Design</b>					
	A1 Negotiate and award design contract	Executed Contract	1Q 22	1.0%		\$15,493.38
	A2 Charger Specification	Copy of Technical Specifications Memo	1Q 22	1.0%		\$15,493.38
	A3 Site Designs, J1772 Equipment	Copy of Schematics	3Q 22	4.0%		\$61,973.52
	A4 Site Designs, DCFC Equipment	Copy of Bid-Ready Plans	4Q 22	4.0%		\$61,973.52
	A5 Construction Schedule	Copy of Construction Memo	4Q 22	0.0%		\$0.00
	A6 Cash Flow Outlook	Copy of Construction Memo	4Q 22	0.0%		\$0.00
			<b>Activity A Subtotal</b>	<b>10.0%</b>	<b>\$0</b>	<b>\$154,933.80</b>
<b>B</b>	<b>Contracting, Procurement, &amp; Equipment Delivery</b>					
	B1 J1772 Charging Equipment	Copy of Process Memorandum	1Q 22	20.0%		\$309,867.60
	B2 DCFC Equipment	Copy of Process Memorandum	3Q 22	0.0%		\$0.00
	B3 Equipment Procured	Copy of invoice, photo of delivered equipment	4Q 22	0.0%		\$0.00
			<b>Activity B Subtotal</b>	<b>20.0%</b>	<b>\$0</b>	<b>\$309,867.60</b>
<b>C</b>	<b>Installation, Construction, &amp; Commissioning</b>					
	C1 Contractor Selection	Bid Documents	1Q 23	2.0%		\$30,986.76
	C2 Award Construction Contract	Executed Contract	1Q 23	0.0%		\$0.00
	C3 Installation, J1772 Equipment	Installation Records and photos of installed equipment	4Q 23	22.0%		\$340,854.36
	C4 Installation, DCFC Equipment	Installation Records and photos of installed equipment	4Q 23	33.0%		\$511,281.54
	C5 Electrical Service Installation	Work order and photos of installed equipment	4Q 23	10.5%		\$162,680.49
	C6 System Commissioning	Vendor Agreements	4Q 23	0.0%		\$0.00
	C7 Construction Close Out	Construction Records	1Q 24	1.0%		\$15,493.38
	C8 Signage	Graphics File	2Q 24	1.0%		\$15,493.38
			<b>Activity C Subtotal</b>	<b>69.5%</b>	<b>\$387,334.00</b>	<b>\$1,076,789.91</b>
<b>D</b>	<b>Analytics &amp; Monitoring</b>					
	D1 Annual Data Reporting	Copy of Data Report	3Q 24	0.0%		\$0.00
	D2 System-Wide Maintenance Plan	Copy of Maintenance Plan	4Q 23	0.0%		\$0.00
	D3 System-Wide Utilization Plan	Copy of Utilization Plan	4Q 23	0.5%		\$7,746.69
			<b>Activity D Subtotal</b>	<b>0.5%</b>	<b>\$0</b>	<b>\$7,746.69</b>
			<b>Budget Total</b>	<b>100.0%</b>	<b>\$387,334.00</b>	<b>\$1,549,338.00</b>

## DELIVERABLE DEFINITIONS

Milestone	Project Activity and Task	Key Deliverable(s)	Deliverable Description
<b>A</b>	<b>Engineering Design</b>		
	A1 Negotiate and award design contract	Executed Contract	Signed contract for consultant services selected per public procurement process
	A2 Charger Specification	Copy of Technical Specifications Memo	Memorandum confirming that EVSE specified for project meets grant requirements
	A3 Site Designs, J1772 Equipment	Copy of Schematics	Site-specific schematics for installation of J1772 Level 2 Chargers integrated into the City's network for locations where civil engineering site plans are not required.
	A4 Site Designs, DCFC Equipment	Copy of Bid-Ready Plans	Full bid-ready plan set, specifications, and engineers opinion of cost for electrical and civil engineering work associated with the installation of Direct Current Fast Charging stations requiring site plans.
	A5 Construction Schedule	Copy of Construction Memo	Memo including details regarding schedule for EVSE installations and on-line date, by site.
	A6 Cash Flow Outlook	Copy of Construction Memo	Memo including details regarding expected expenses per quarter to fund procurement.
<b>B</b>	<b>Contracting, Procurement, &amp; Equipment Delivery</b>		
	B1 J1772 Charging Equipment	Copy of Process Memorandum	Details of City procurement process for J1772 Level 2 chargers as described in the project documentation, and aligning with ETS2020 Request for Applications minimum qualifications for equipment.
	B2 DCFC Equipment	Copy of Process Memorandum	Details of City procurement process for Direct Current Fast Chargers as described in the project documentation, and aligning with ETS2020 Request for Applications minimum qualifications for equipment. DCFC Equipment will be procured by contractor during construction phase.
	B3 Equipment Procured	Copy of invoice, photo of delivered equipment	Invoice(s) expenses incurred for all J1772 Level 2 and DCFC chargers, photo(s) of delivered equipment.
<b>C</b>	<b>Installation, Construction, &amp; Commissioning</b>		
	C1 Contractor Selection	Bid Documents	Invoice(s) for all J1772 Level 2 and DCFC chargers, photo(s) of delivered equipment.
	C2 Award Construction Contract	Executed Contract	Contract or Contracts for construction services to install EVSE.
	C3 Installation, J1772 Equipment	Installation Records and photos of installed equipment	Installation record produced by the City regarding installation of J1772 Level 2 chargers, including location information, date put in service, and photographs of the completed installation
	C4 Installation, DCFC Equipment	Installation Records and photos of installed equipment	Installation record produced by the City regarding installation of Direct Current Fast Chargers, including location information, date put in service, and photographs of the completed installation.
	C5 Electrical Service Installation	Work order and photos of installed equipment	Work order regarding the portions of project construction associated with electrical service upgrades, such as meters, transformers, breakers, and conduit. Commerce will reimburse on an actual cost basis for the portion of electrical service upgrades necessary for and directly related to the EVSE installation. If the upgrades occur as a result of load additions not related to the EVSE, Commerce will reimburse based on the proportion of capacity additions necessitated by the grant project's EVSE installations. The City will also produce photographs of the completed installation(s). Any funds remaining upon completion of this task may be used as contingency for unanticipated expenses/scope of work additions, upon submission of a signed change order covering the unanticipated scope of work.



	C6 System Commissioning	Vendor Agreements	Copies of all agreements for vendor services, including required warranties. Warranty costs beyond an extension of the factory warranty to meet the 3-year minimum for this program are not included in the cost estimates for this task.
	C7 Construction Close Out	Construction Records	As-built records of each site, including GIS data
	C8 Signage	Graphics File	PDF-compatible file of all outreach materials and signage developed as part of this project.
			NOTE: The City of Bellingham chooses not to bill staff time for this effort to the grant.
<b>D</b>	<b>Analytics &amp; Monitoring</b>		
	D1 Annual Data Reporting	Copy of Data Report	Report in PDF format containing details regarding usage data for the first six months of operation, by site, for all EVSE installed as part of this project. Baseline information about EV adoption in Bellingham will be collected in order to measure the impact of this project over time.
	D2 System-Wide Maintenance Plan	Copy of Maintenance Plan	Copy of the Maintenance Plan containing details regarding Operations and Maintenance of all City-owned EVSE.
	D3 System-Wide Utilization Plan	Copy of Utilization Plan	Copy of the Utilization Plan containing the adaptive management plan to maximize use of EVSE through outreach, collaboration, or incentives not funded by this grant to ensure viability of all sites.
			NOTE: The City of Bellingham chooses not to bill staff time for this effort to the grant.

## **ATTACHMENT C – REPORTING**

The Contractor must provide quarterly written reports and host regular (monthly or quarterly) meetings with Commerce for project update purposes. Regular meetings should cover current status of the project and any barriers that may affect the project schedule.

The Contractor shall issue a quarterly report to Commerce, no later than 15 days after the end of each quarter, describing the project activity that occurred during the quarter. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
2. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Gantt Chart schedule provided quarterly in Microsoft Project format showing actual progress to date along with the baseline schedule developed at project kickoff etc.);
3. Quarterly updated budget projections for project expenditures;
4. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;

Once construction is complete and the project is online, all EVSE data affiliated with EVSE status and its use will be available to Commerce upon request. Commerce reserves the right to specify the form and manner in which the data is provided. At a minimum, this must include:

1. Address where each EVSE is located;
2. Zip code of each EVSE;
3. Port type of each EVSE;
4. The number of unique charging events by month;
5. The average duration of each charging event by month;
6. The kilowatt hours delivered by each EVSE at each project site by month; and
7. Downtime at each EVSE at each project site by month where monitored.

Upon Milestone A completion, the Contractor will submit an initial fact sheet. The Contractor will update and finalize this fact sheet prior to the submission of the final invoice. Commerce may request the fact sheet be updated between initial and final fact sheet as conditions warrant.

## **ATTACHMENT D – BUDGET PROVISO LANGUAGE**

### **2018 Enacted Supplemental Capital Budget**

Section 1013 of Substitute Senate Bill 6090

Electrification of Transportation Systems Grants (30000881)

The appropriations in this section are subject to the following conditions and limitations:

- (6) \$7,900,000 of the state building construction account and \$3,100,000 of the energy efficiency account are provided solely for grants to demonstrate new approaches to electrification of transportation systems.
- (a) Projects must be implemented by local governments, or by public and private electrical utilities that serve retail customers in the state. Eligible parties may partner with other public and private sector research organizations and businesses in applying for funding. The department of commerce must coordinate with other electrification programs, including projects the department of transportation is developing and projects funded by the Volkswagen consent decree, to determine the most effective distribution of the systems.
- (b) Priorities must be given to eligible technologies that reduce the top two hundred hours of demand and the demand side.
- (d) Eligible technologies for these projects include, but are not limited to:
- (i) Electric vehicle and transportation system charging and open source control infrastructure, including inductive charging systems;
  - (ii) Electric vehicle sharing in low-income, multi-unit housing communities in urban areas;
  - (iii) Grid-related vehicle electrification, connecting vehicle fleets to grid operations, including school and transit buses;
  - (iv) Electric vehicle fleet management tools with open source software;
  - (v) Maritime electrification, such as electric ferries, water taxis, and shore power infrastructure.

## ATTACHMENT E – SITE LIST

List of Sites (Attachment to the Contract)

Site #	Site Name	Site Address	City	Zip
1	Bellingham Station	205 East Magnolia Street	Bellingham	98225
2	Bellingham Farmers Market	1100 Railroad Avenue	Bellingham	98225
3	Bellingham Sportsplex	1335 Civic Field Way	Bellingham	98229
4	Squalicum Park	1001 Squalicum Way	Bellingham	98225
5	Fairhaven Village Green	1207 10th Street	Bellingham	98225
6	Cordata Park	4510 Cordata Parkway	Bellingham	98226
7	Bellingham City Hall	210 Lottie Street	Bellingham	98225
8	Bellingham Public Works	2221 Pacific Street	Bellingham	98229
9	Bellingham Fire Department	1800 Broadway Avenue	Bellingham	98225
10	Bellingham Police Department	505 Grand Avenue	Bellingham	98225
11	Fairhaven Park & Ride	200 Mackenzie Avenue	Bellingham	98225
12	Cordata Station	4194 Cordata Parkway	Bellingham	98226
13	Fairhaven Station	401 Harris Avenue	Bellingham	98225
14	Barkley Village Green	2210 Rimland Drive	Bellingham	98226
15	Sunset Pond Park	3400 James Street	Bellingham	98226
16	Bloedel Donovan Park	2114 Electric Avenue	Bellingham	98229
17	Georgia-Pacific Beach	1145 Granary Avenue	Bellingham	98225
18	Lake Padden Park	4885 Samish Way	Bellingham	98229
19	Shuksan Middle School	2717 Alderwood Avenue	Bellingham	98225
20	Cornwall Park	3424 Meridian Street	Bellingham	98225
21	Fairhaven Park	107 Chuckanut Drive North	Bellingham	98225
22	Boulevard Park	480 Bayview Drive	Bellingham	98225
23	Whatcom County Facilities Management	401 Grand Avenue	Bellingham	98225
24	Whatcom County Health Department	2001 A Street	Bellingham	98225
25	Federal Building	104 West Magnolia Street	Bellingham	98225



# City Council Agenda Bill

23292

Bill Number

Subject: **Introduction to the 2022-23 Consolidated Action Plan for Housing & Services**

Summary Statement: In preparation for the 2022-23 Consolidated Action Plan to be submitted to the Federal Department of Housing & Urban Development (HUD) in mid-May, staff will present on the housing and services program, including: discussion of ongoing projects and programs; uses and limitations of the Affordable Housing Sales Tax; discussion of efforts focused on families with children; and a report on Community Development Advisory Board recommendations with the proposed adoption of the full Consolidated Annual Action Plan with Resolution (on May 9).

Previous Council Action: **Bellingham 5-year Consolidated Plan (Resolution 2018-07) and subsequent annual HUD Action Plans (Res 2019-14; Res 2020-13; Res 2021-10)**

Fiscal Impact: **These plans will influence how the City will spend roughly \$9M per year of local and Federal funds**

Funding Source: **City (Housing Levy, General Fund, REET, Affordable Housing Sales Tax) & HUD (CDBG and HOME)**

Attachments:       1. CONSOLIDATED PLAN PRIORITIES  
                          2. POWERPOINT

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Information Only	03/14/2022	Information/Discussion	Samya Lutz and Tara Sundin, PCDD	20 minutes

**Recommended Motion:**

**Council Committee:**  
Community and Economic Development Committee

**Agenda Bill Contact:**  
Samya Lutz, Planning and Community Development, 360-778-8300

Reviewed By	Department	Date
<i>Gregory R. Aucutt</i>	Planning & Community Development	03/07/2022

**Council Action:**

<i>James E. Erb</i>	Legal	03/08/2022
<i>Seth M. Fleetwood</i>	Executive	03/08/2022

# CONSOLIDATED PLAN PRIORITIES

## CITY AS LEAD

### Tier 1

Support the **acquisition and development** of additional housing units affordable for low-income residents.

Increase the City's **proactive role** in affordable housing development.

Support the development of **emergency shelter** in a safe, permanent location.

Offer **rental assistance** for vulnerable households, prioritizing homeless families and adults, and severely cost burdened families with young children.

Support programs to prevent chronic homelessness through intervention services like **diversion and light-touch case management**.

Offer **home rehabilitation loans** with favorable terms for low income homeowners – especially for those who are elderly & disabled.

Allow for **infill, multifamily, and group housing** in more neighborhoods.

### Tier 2

Conduct a housing **equity audit** by neighborhood.

Address community and public **infrastructure** needs in underserved neighborhoods, and/or for the benefit of special needs populations.

Involve partner agencies, tenants, landlords, and the broader community in **education and advocacy efforts** involving homelessness, fair housing, cost burdened households, and neighborhood equity. Coordinate local strategies to assist those experiencing and at risk of homelessness.

**Raise awareness** with upstream funding and finance agencies about local needs and priorities.

Support owners of rental housing that offer units to residents who pay some or all of their rent with a voucher/subsidy by pursuing a **rehabilitation loan** program that offers favorable terms or a **damage mitigation fund** for owners who rent to these households.

Improve **disaster preparedness** and response efforts, particularly for special needs populations.

Support **homeownership** and down payment assistance for low to moderate income households, especially for minority households and households with young children.

## PARTNERS AS LEAD

Support intensive case management for those experiencing chronic homelessness.

Support social inclusion programs for those reentering housing from homelessness.

Support additional services to those experiencing unsheltered homelessness like storage and sanitation facilities.

Support the expansion of affordable childcare opportunities.

Support the coordination and expansion of mobile health and peer health services that serve special needs populations.

Address the “benefits cliff”: pursue opportunities to ease the transition off housing assistance to encourage more households using assistance to embrace upward mobility.

Prioritize housing and services to special needs populations: elderly, families with young children, developmentally disabled, victims of DV, homeless, or with behavioral or physical health issues.

Support local economic development: especially job training for those who are exiting homelessness, and microenterprise development.

### Geographic Priorities:

Diversify urban villages.

New subsidized housing units in higher income neighborhoods.

Acquisition of existing ‘naturally occurring’ rental units in higher poverty neighborhoods.

# Consolidated Action Plan for Housing & Services Program (2022-23) *Continuing Projects & Programs*

March 14, 2022



1

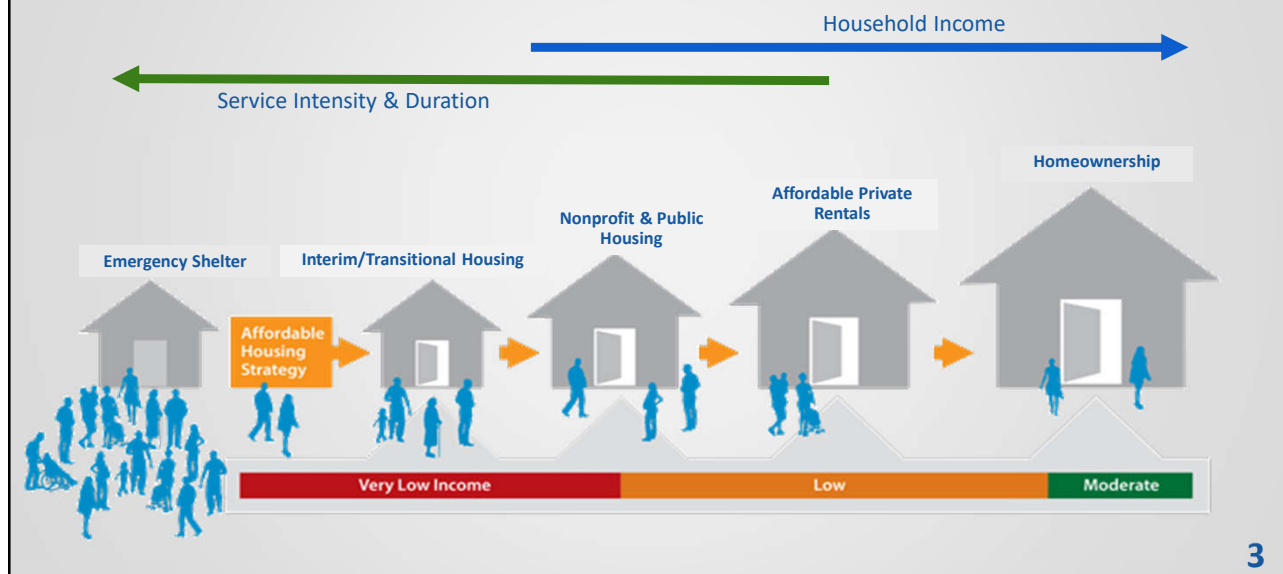
## Housing & Services Program discussions

- Feb 28: Consolidated Plan & Action Planning process overview
- **March 14: 2022-23 Action Plan – focus on continuing projects & programs**
- April 11: Affordable Housing Sales Tax (1590)
- April 25: Families with Children projects & programs
- May 9: CDAB Recommendations & 2022-23 Action Plan Approval (Overall Budget & Resolution)

2

2

## Local Continuum of Housing & Services



3

## Capital Housing Projects: in-process

Additional affordable housing in process now from prior commitments – continuing into 2022-23:

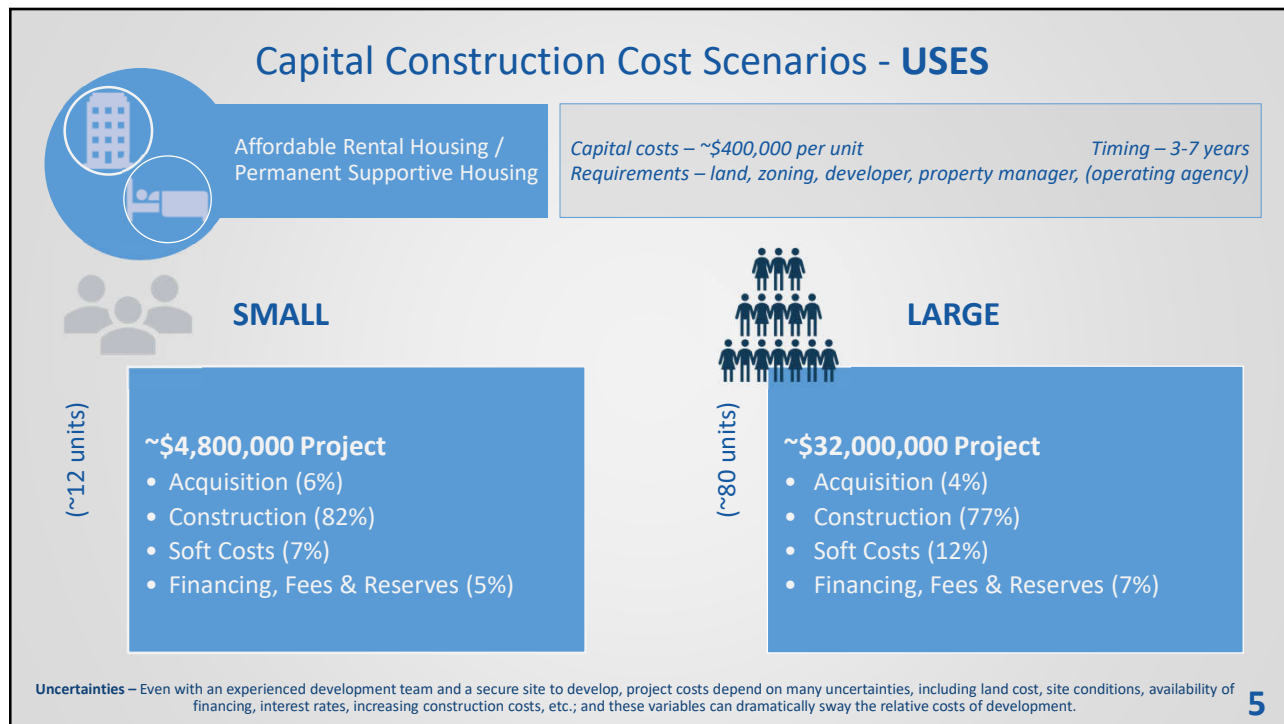
- 317 new rental apartments
- 4 new townhomes for ownership

BHA: Samish Commons 2	53	units
BHA: Samish Commons 3	49	units
MHNW: Barkley Family Housing	77	units
MHNW: Millworks Family Housing	82	units
Opp. Council: Laurel & Forest Senior	56	beds
KCLT: Telegraph Rd Townhomes (1b)	4	homes
<b>TOTAL</b>	<b>321</b>	

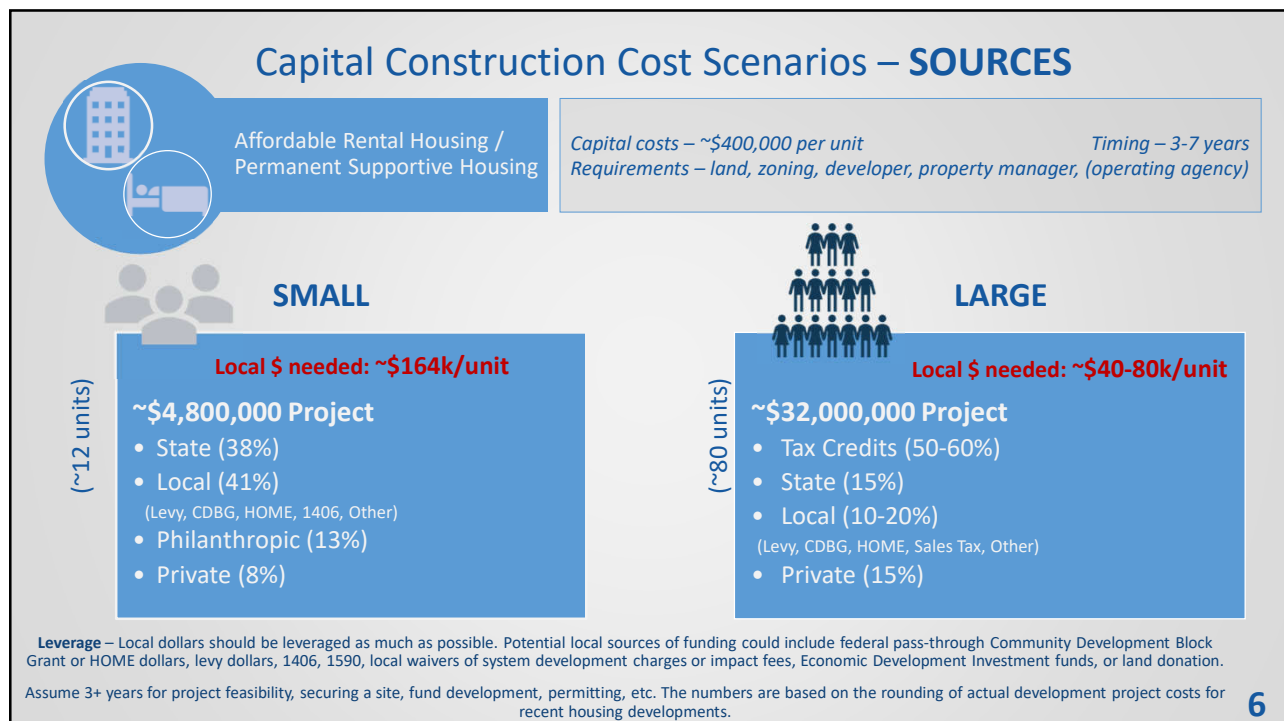
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## Other Ongoing Capital Projects

### Housing Preservation Program

- Home Rehabilitation Loans
- Manufactured Housing Repair
- Preserving existing affordable housing (emergency repair)

### Capital facilities projects continuing:

- BSD Family Resource Center expansion
- Childcare Facilities (YWCA at Barkley, Millworks, Heart House; Samish, Laurel & Forest facilities)

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7

## Other Continuing Programs

### Homeownership

- Downpayment Assistance

### Services – Ongoing multi-year commitments

- PSH facilities (Francis Place, 22 North, Sun, Heart House)
- Tiny House Village
- Tenant-based Rental Assistance
- Homeless Service Center & Outreach Team
- Housing Services (OC, NWYS, DVSAS, LP, YWCA)
- Basic Needs Human Services (17 agencies)
- GRACE/LEAD partnership

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# PCDD Housing & Services Program Annual Action Plan

Presented by: Tara Sundin & Samya Lutz  
PCDD, Community & Economic Development Division





# City Council Agenda Bill

23277

Bill Number

Subject: **Discussion of In-Person Council Meetings**

Summary Statement: As Council contemplates returning to in-person Council meetings, concerns were raised regarding social distancing, capacity, and vaccination and mask requirements. The attached memorandum seeks to address those concerns so Council can decide if and when they will return to in-person meetings.

Previous Council Action: **Discussion 2/28/2022**

Fiscal Impact: **NA**

Funding Source: **NA**

Attachments: 1. STAFF MEMO

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Direction Requested	03/14/2022	Provide Direction	Brian Heinrich, Deputy Administrator	5 minutes

**Recommended Motion:**

**Council Committee:**  
Committee Of The Whole

**Agenda Bill Contact:**  
Brian Heinrich, Exec, x8117

**Council Action:**

Reviewed By	Department	Date
<i>Brian M. Heinrich</i>	Executive	03/07/2022
<i>Alan A. Marriner</i>	Legal	03/08/2022
<i>Seth M. Fleetwood</i>	Executive	03/08/2022



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**MEMORANDUM**

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**TO: BELLINGHAM CITY COUNCIL**  
**FROM: BRIAN HEINRICH, DEPUTY ADMINISTRATOR**  
**CC: MAYOR SETH FLEETWOOD; DEPARTMENT HEAD TEAM**  
**SUBJECT: IN-PERSON CITY COUNCIL MEETINGS**  
**DATE: MARCH 7, 2022**

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Following the discussion at your February 28 meeting, the Administration makes the following recommendation for your consideration as you contemplate returning to in-person meetings.

As stated previously, you can elect to return to in-person Council meetings as soon as your March 28 meeting. When making this recommendation there were questions regarding social distancing, capacity, and mask and vaccination requirements:

1. Social distancing: Councilmembers at the dais do not require social distancing because of your current vaccination status.
  - a. Per CDC guidelines, social distancing should be encouraged if there are unvaccinated persons at the meeting.
2. Capacity: current capacity of Council Chambers is 153. Staff do not recommend reducing that capacity. Additionally, the City meets current CDC recommendations for indoor air with high quality MERV 13 filters, 6-8 air exchanges per hour, and humidity between 40-60%. There are also frequent cleaning protocols in place.
3. Mask and vaccination requirements: City staff are required to have the COVID vaccination. Statewide mask requirements will end on March 12 and the City will follow that guidance as it relates to City facilities. The City will request that the unvaccinated wear a mask while in City facilities and some employees and members of the public may also choose to continue to wear a mask as an option. City Council could also choose to require masks in Council Chambers for the duration of City Council meetings.

As a reminder, all meetings subject to the Open Public Meetings Act are *required* to be a remote meeting with an *optional* in-person component. Agencies or municipalities choosing to hold hybrid meetings must make sure there is sufficient space for everyone that wants to physically attend (including overflow space if necessary) and must comply with any other health directives (including local health orders) in effect.

As with much of our response to the global pandemic, as new information becomes available it will be shared. As of this writing there isn't current or updated information from the Department of Health as it related to non-healthcare workplace guidelines, but it is anticipated that is forthcoming.



# City Council Agenda Bill

23293

Bill Number

Subject: **Update on RV's and the 72 Hour Rule**

Summary Statement: Bellingham Police Lieutenant Claudia Murphy will provide an update on what the Police Department and Public Works have been doing in regards to the various RV's parked on Bellingham streets.

Previous Council Action: **N/A**

Fiscal Impact: **N/A**

Funding Source: **N/A**

Attachments: 1. STAFF MEMO

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Information Only	03/14/2022	Information/Discussion	Lt. Claudia Murphy	15 minutes

**Recommended Motion:**

**Council Committee:**  
Committee Of The Whole

**Agenda Bill Contact:**  
Chief Flo Simon

**Council Action:**

Reviewed By	Department	Date
<i>Flo J. Simon</i>	Police Department	03/08/2022
<i>Michael E. Good</i>	Legal	03/08/2022
<i>Seth M. Fleetwood</i>	Executive	03/09/2022



Seth Fleetwood, Mayor  
Florence Simon, Chief of Police

To: Bellingham City Council

From: Chief Flo Simon

Date: March 8, 2022

Subject: BMC's and RCW's regarding RVs parked longer than 72 hours

Bellingham Police, in collaboration with Public Works, have been responding to reports of abandoned vehicles and recreational vehicles (RVs) along various streets, as well as inspecting junk/hulk vehicles and RVs. The below listed streets have been the most impacted by vehicles being parked longer than 72 hours and have generated numerous complaints regarding litter as well as sewage from RVs going into stormwater drains, and other public health and safety concerns.

- 700 – 800 block of Cornwall
- 1400 block of C Street
- 1400 block of D Street
- 1400 block of King Street
- 1300 Civic Field Way
- 24<sup>th</sup> Street

Please note that although the RCW allows for towing after 24 hours, the City of Bellingham allows for 72 hours.

Following is a list of RCW's and BMC's, as well as definitions, that apply to abandoned vehicles.

#### **10.28.010 Definitions for Nuisances**

**10.28.020 (B)** Nuisances declared (for the improvised trailers and shacks being erected on city rights of way) - The existence of any natural or manmade obstruction, such as, by way of example and not limitation, signs, billboards, fencing, buildings, improvements, or landscaping, which includes trees, shrubs, hedges, or foliage, unless by written consent or permit of the city, which is apt to destroy, impair, interfere or otherwise restrict the following:

1. Streets, sidewalks, sewers, utilities, or other public improvements;



2. Free use of, or access to, streets, sidewalks, sewers, utilities, or other public improvements;

**10.28.020 (O) Nuisances declared** – The repairing of automobiles or vehicles of any kind upon the public streets or in the alleys of the city;

### **10.60 Litter Control**

**10.60.020 Definitions**

**10.60.030 Deposit in authorized receptacles**

**10.60.090 Deposit in parks prohibited**

**10.60.100 Deposit in water prohibited – stormwater drains**

**10.60.120 Deposit on private property prohibited**

**10.60.140 Deposit on vacant lots prohibited.**

### **11.33 Parking, Standing and Stopping**

**11.33.060 (A)(8)** Upon any street, except when loading or unloading property if the vehicle is over 80 inches in width; provided, that such stopping, standing, or parking is permitted in areas zoned by this code as a manufacturing or industrial use district;

**11.33.060 (A)(18)** By reparking the vehicle in the same block to avoid a time limit regulation specified in this title;

**11.33.060 (A)(20)** In any park, except in areas designated by the director of the city parks department;

**11.33.060 (A)(24)** Upon any city street, if the vehicle is a trailer, unless the trailer is attached to a vehicle by which it may be propelled or drawn; provided, that in case of accident such trailer may be moved to the side of the street, and, if a good and sufficient red signal be displayed at both ends thereof during the hours of darkness, such trailer may be permitted or allowed to remain for a period not exceeding 24 hours pending removal; except that such trailer shall not remain upon any portion of a city street where standing or parking is limited or prohibited for a period longer than is necessary to effect its removal;

**11.33.060 (A)(25)** In one place upon the city street for a consecutive period in excess of the maximum time limit designated on an official posted sign controlling such parking space; or, for parking spaces not controlled by an official posted sign, for a consecutive period of time in excess of 72 hours;

**11.33.060 (A)(34)** Upon any street or alley when such vehicle does not display current and proper vehicle license plates for the state in which it is purported to be registered;

### **15.42 Stormwater Management**

**15.42.020 Definitions** “Illicit discharge” means all nonstormwater discharges to natural or manmade stormwater drainage systems, including but not limited to sanitary sewer connections, industrial process water, interior floor drains, car washing, and greywater systems. All nonstormwater discharges not listed below are considered to be an illicit discharge. (see actual BMC for list.)

#### **15.42.050 General Requirements**

**15.42.050 (C) Illicit discharges**

1. Illicit discharges to stormwater drainage systems are prohibited.

2. No person shall throw, drain, or otherwise discharge, cause or allow others under its control to throw, drain, or otherwise discharge into the stormwater drainage system and/or surface and ground waters any materials other than stormwater.

#### **15.42.100 and 15.42.110 Penalties**

#### **RCW 46.55.230 – Junk vehicles**

##### **RCW 46.55.010 Definition of Junk Vehicle:**

(5) "Junk vehicle" means a vehicle certified under RCW 46.55.230 as meeting at least three of the following requirements:

- (a) Is three years old or older;
- (b) Is extensively damaged, such damage including but not limited to any of the following: A broken window or windshield, or missing wheels, tires, motor, or transmission;
- (c) Is apparently inoperable;
- (d) Has an approximate fair market value equal only to the approximate value of the scrap in it.

(14) "Unauthorized vehicle" or (Note - COB calls this an abandoned vehicle) means a vehicle that is subject to impoundment after being left unattended in one of the following public or private locations for the indicated period of time:

Subject to removal after:

- (a) Public locations:
  - (i) Constituting an accident or a traffic hazard as defined in RCW 46.55.113 . . . . Immediately
  - (ii) On a highway and tagged as described in RCW 46.55.085 . . . . 24 hours \*\*Note COB gives 72 hrs
  - (iii) In a publicly owned or controlled parking facility, properly posted under RCW 46.55.070 . . . . Immediately
- (b) Private locations:
  - (i) On residential property . . . . Immediately
  - (ii) On private, nonresidential property, properly posted under RCW 46.55.070 . . . . Immediately
  - (iii) On private, nonresidential property, not posted . . . . 24 hours

**RCW 46.55.085** – authorization to tow, though RCW states 24 hrs, **COB gives 72 hrs.**

#### **Definitions – RCW**

**RCW 46.04.085 Camper** means a structure designed to be mounted upon a motor vehicle which provides facilities for human habitation or for temporary outdoor or recreational lodging and which is five feet or more in overall length and five feet or more in height from its floor to its ceiling when fully extended, but shall not include motor homes as defined in RCW 46.04.305.

**RCW 46.04.305 Motor home** - means motor vehicles originally designed, reconstructed, or permanently altered to provide facilities for human habitation, which include lodging and cooking or sewage disposal, and is enclosed within a solid body shell with the vehicle, but excludes a camper or like unit constructed separately and affixed to a motor vehicle.

**RCW 46.04.620 Trailer** - includes every vehicle without motive power designed for being drawn by or used in conjunction with a motor vehicle constructed so that no appreciable part of its weight rests upon or is carried by such motor vehicle, but does not include a municipal transit vehicle, or any portion thereof. "Trailer" does not include a cargo extension.

**RCW 46.04.623 Travel Trailer** - means a trailer built on a single chassis transportable upon the public streets and highways that is designed to be used as a temporary dwelling without a permanent foundation and may be used without being connected to utilities.

**RCW 46.04.120 City street** - means every public highway, or part thereof located within the limits of cities and towns, except alleys.

**RCW 46.04.197 Highway** - means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

**RCW 46.04.500 Roadway** - means that portion of a highway improved, designed, or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder even though such sidewalk or shoulder is used by persons riding bicycles. In the event a highway includes two or more separated roadways, the term "roadway" shall refer to any such roadway separately but shall not refer to all such roadways collectively.

## **Parks**

### **8.04.050 – Vehicle operation and parking**

**8.04.050 (D)** - Parking spaces within city park property are reserved for the use of park patrons during open park hours; parking during closed park hours, overnight parking, and residential parking on park property is prohibited.

**8.04.080 (A)** - Overnight camping is prohibited on park property except by written permission of the director of parks and recreation.

### **8.04.100 – Litter**

### **8.04.190 – Encroachments on park property**



# City Council Agenda Bill

23294

Bill Number

**Subject: An Ordinance Amending the 2021-2022 Biennial Budget Increasing Expenditures of American Rescue Plan Act Funding to Support the Childcare Industry**

**Summary Statement:** The attached ordinance amends the 2021-2022 Biennial Budget to add \$1M of American Rescue Plan Act (ARPA) funds to support the childcare industry.

The American Rescue Plan Act awarded the City of Bellingham nearly \$21M. Of that amount, the City Council has allocated \$6M for Economic Recovery with an emphasis on tourism and childcare. Of that \$6M, City Council has appropriated \$3,710,000 in the 2021-2022 Biennial Budget. Staff recommends the City use the additional \$1M included in this ordinance to 1) retain and expand additional childcare centers, 2) create programs to assist with workforce retention and expansion and, 3) invest in additional stabilization strategies for childcare users. It's been 1.5 years since the CARES Act investments were provided to operators and staff has concluded that more is needed as this sector remains in crisis.

**Previous Council Action:** Adoption of the 2021-2022 Biennial Budget; approval of the ARPA spending categories on September 27, 2021

**Fiscal Impact:** \$1,000,000

**Funding Source:** American Rescue Plan Act

**Attachments:** 1. STAFF MEMO  
2. ORDINANCE

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Vote Requested	03/14/2022	Vote to Approve	Tara Sundin, PCDD	10 minutes

**Recommended Motion:**

**Council Committee:**  
Committee Of The Whole

**Agenda Bill Contact:**  
Tara Sundin, Planning and Community Development Dept.

**Council Action:**

Reviewed By	Department	Date
<i>Andrew D. Asbjornsen</i>	Finance Department	03/08/2022
<i>Alan A. Marriner</i>	Legal	03/08/2022
<i>Seth M. Fleetwood</i>	Executive	03/08/2022



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**MEMORANDUM**

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**TO:** CITY COUNCIL  
**FROM:** TARA SUNDIN, COMMUNITY & ECONOMIC DEVELOPMENT MGR  
DARBY COWLES, SENIOR PLANNER  
**CC:** MAYOR SETH FLEETWOOD  
**SUBJECT:** CHILDCARE ARPA FUNDING RECOMMENDATION  
**DATE:** MARCH 3, 2022

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The attached ordinance amends the 2021-2022 Biennial Budget to add \$1,000,000 of General Fund expenditures in non-departmental to support childcare workforce retention and industry stabilization.

The fragility of the childcare industry is well-documented and has been further stressed by two years of COVID-related impacts. Since the onset of the pandemic, the net number of childcare providers in Whatcom County has decreased by 10%, and the net number of licensed family childcare programs has decreased by 21%. New programs have opened, but they do not make up for loss of childcare spots in the last two years. Data snapshots show a net loss of 84 spots from March 2020 – February 2022, exacerbating the childcare desert in Whatcom County. This has presented ongoing need for operators, capacity in existing facilities, affordability relief and workforce retention.

In mid-2020, utilizing CARES Act funds, the City and County supported grants to help stabilize the industry. However, providers continue to lose income due to frequent quarantine closures, fluctuating enrollment, and the skyrocketing cost of supplies and other expenses. Educational credentials must be met and maintained, requiring additional time and expense. Community experts predict permanent closures if additional support for operators is not quickly deployed.

Out of the \$21M American Rescue Plan Act (ARPA) allocation to the City of Bellingham, \$6M has been set aside for economic recovery, with an emphasis on the tourism and childcare industries, which have suffered greatly due to COVID-19 impacts. Staff recommended that the City utilize the childcare portion of these funds to 1) retain current and expand development of additional childcare centers, and 2) create programs to assist with retention and expansion of the workforce.

**CENTER EXPANSION:** To date, the City Council has authorized funding to support investments in expanding childcare centers in three housing developments:

- Bellingham Housing Authority's Samish Commons Early Learning Center (\$750k)
- Mercy Housing/YMCA's Millworks Project (\$1M)
- Lydia Place's Heart House (\$155k)

In addition, Whatcom County is using its ARPA funds to support the Opportunity Council's early learning center facility, which will be incorporated into its senior housing development on Laurel and Forest. These grants bring down the cost to operate the centers making them more viable for the non-profit operators.

The City has received two additional requests for childcare funding: \$300,000 to support tenant improvements for a childcare facility to be incorporated into the new Barkley Village Family Housing project, and \$200,000 to support the Boys and Girls Club purchase of the Kids World Yew Street location. Staff will be working with Whatcom County staff on funding recommendations. Additional ARPA recommendations for childcare facility expansion are likely to accompany the Community Development Division's Annual Action Planning process scheduled this spring.

**WORKFORCE RETENTION AND INDUSTRY STABILIZATION:** To address immediate and growing concerns, the City formed a working group with the Opportunity Council's Early Learning Division, including the Northwest Center for Childcare Retention and Expansion and Child Care Aware - NW, Whatcom County, Whatcom Community Foundation and Mount Baker Foundation, to identify ways to best recruit and retain essential childcare workers using additional ARPA dollars.

Significant analysis and resources towards identifying broad solutions have already been applied, and the results vetted, by numerous local and regional experts. Some of the most recent reports include:

- [Early Learning and Care Workforce Recruitment and Retention Study](#) (Center for the Retention and Expansion of Childcare NW(C-RECC)/Opportunity Council. December, 2021)
- [Permanent Solutions for Child Care Affordability in Whatcom County](#) (Whatcom County Child & Family Well-Being Task Force. October 2021.)
- [Early Learning & Childcare Participant Action Plan](#) (Healthy Whatcom. December 2021)
- [Childcare Roundtable Report](#). (Office of Representative Rick Larsen. February, 2021)
- [Compensation Technical Workgroup Report](#) (WA Department of Children, Youth and Families. April, 2019)

Staff developed a matrix of these reports to identify aligned recommendations, which were reviewed by the working group. The analysis concluded that while long-term solutions to create a viable childcare system that works for all stakeholders will ultimately require significant transformation at the national and state levels, local communities can provide some immediate relief. Some recommendations for these local actions are included in this memo. Others have been forwarded to the Whatcom County Family and Well-being Taskforce, which was formed to develop additional recommendations for County ARPA investment.

**WORKFORCE AND INDUSTRY STABILIZATION RECOMMENDATION:** Staff recommends providing immediate relief in the amount of up to \$1M to: 1) stabilize the childcare sector from the sustained impacts caused by COVID, 2) support the costs of compulsory professional development and 3) aid families struggling to keep their childcare. This proposal was presented to a Whatcom County taskforce. We are working with the County staff to seek another \$2M from Whatcom County's ARPA allocation to provide additional relief. Staff would negotiate a contract with the Opportunity Council to implement this proposal through their Childcare Aware NW and Center for Retention and Expansion of Childcare programs.

**1) Issue stabilization grants to childcare operators throughout Whatcom County.**

Operator feedback and survey results indicate that each business has different needs and perspectives on which workforce retention and business stabilization strategies would be most beneficial to them. The deployment of funds via a flexible grant program would allow coverage for eligible expenses such as retention employee bonuses, increased employee pay, home/facility repair and improvements, PPE, rent/mortgage, and/or educational supplies. Estimate over 70 businesses served.

**2) Business leadership professional development:** Licensed childcare providers will be offered free access to a business training series provided by state-approved trainers who will facilitate multi-lingual training at no cost. The training series and one-on-one coaching addresses business stabilization, sustainability, and growth through the creation of marketing plans, job descriptions, budgets and networking. In addition, they will have the opportunity to obtain LegUp, a real-time, supply-and-demand Data Dashboard mobile app that will supplement professional development by improving marketing and enrollment management and making it convenient for families to locate and select a provider online. Estimate of a minimum of 60 providers served and enrolled.

**3) Provide educational scholarships to strengthen the early learning workforce.** Provide scholarships to help front-line staff meet credentials required to work in child care/early learning: Scholarships will be available for the child care in-service and newly hired workforce to apply for and use to pay for costs associated with attending, maintaining and advancing within the early childhood education (ECE)/child care profession. This would be a partnership with the Northwest Indian College (NWIC) and Whatcom Community College (WCC) early learning programs. Estimated 70 scholarships awarded.

- 4) **Support working families in accessing and maintaining high-quality childcare.** The Opportunity Council’s voucher program funding, which is historically provided by United Way, has been depleted. These emergency childcare vouchers help families maintain employment, pay for housing, and prevent income loss during times of crisis. This temporary assistance ensures children keep their spot at a safe and nurturing childcare program when unexpected financial emergencies threaten to destabilize families. Estimate over 90 families benefited.

If Council adopts this ordinance, it will amend the 2021-2022 Biennial Budget as follows:

Fund/Department	Expense Type	Expense Amount	Reserve Contribution/(Use)
<b>001 - General Fund</b>		<b>1,000,000</b>	<b>(1,000,000)</b>
<i>Non-Departmental</i>		<i>1,000,000</i>	
Childcare Stabilization Funding	Contracted Services	1,000,000	
<b>Total</b>		<b>1,000,000</b>	<b>(1,000,000)</b>



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE 2021-2022 BIENNIAL BUDGET INCREASING EXPENDITURES RELATED TO THE AMERICAN RESCUE PLAN ACT**

**WHEREAS**, the City of Bellingham was awarded nearly \$21 million from the American Rescue Plan Act; and

**WHEREAS**, of that award, the City Council has authorized expenditures totaling \$8,185,000; and

**WHEREAS**, the COVID-19 pandemic exacerbated existing capacity shortfalls by further destabilizing the industry; and

**WHEREAS**, United States Department of Treasury's Final Rule on the use of Coronavirus State and Local Fiscal Recovery Funds recognizes the broad impacts to early care and learning services and identifies that "enumerated eligible uses are generally responsive to the negative economic impacts of the pandemic in all communities"; and

**WHEREAS**, those following eligible uses include "new or expanded services, increasing access to services, efforts to bolster, support, or preserve existing providers and services, and similar activities."

**NOW THEREFORE, THE CITY OF BELLINGHAM DOES ORDAIN:**

The 2021-2022 Biennial Budget is hereby amended as follows:

Fund	Expense	Reserve Contribution/ (Use)
<i>001 - General Fund</i>		
Non-Departmental	1,000,000	(1,000,000)
<b>Total</b>	<b>1,000,000</b>	<b>(1,000,000)</b>

**PASSED** by the Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Council President

City of Bellingham  
City Attorney  
210 Lottie Street  
Bellingham, Washington 98225  
360-778-8270

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

**ATTEST:** \_\_\_\_\_  
Finance Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the City Attorney

Published:

\_\_\_\_\_



# City Council Agenda Bill

23295

Bill Number

Subject: **Authorization of A/P Transactions Issued February 11, 2022 through February 17, 2022**

Summary Statement: In accordance with state law, approval is requested for the payments issued for City goods and services received.

A/P EFT and EDI transactions, and check(s) #558384 through #558483, were issued during the pay period of February 11, 2022 through February 17, 2022, in the amount of \$1,583,952.07.

Previous Council Action: **2021-2022 Adopted Budget**

Fiscal Impact: **Payments issued for amounts shown above are within legally appropriated budget.**

Funding Source: **Citywide Funds**

Attachments:

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Consent Agenda	03/14/2022	Authorize Accounts Payable	N/A	0 minutes

Recommended Motion:

Council Committee:

Agenda Bill Contact:  
Karla Stave

Council Action:

Reviewed By	Department	Date
<i>Andrew D. Asbjornsen</i>	Finance Department	03/08/2022
<i>Matthew T. Stamps</i>	Legal	03/08/2022
<i>Seth M. Fleetwood</i>	Executive	03/08/2022



# City Council Agenda Bill

23296

Bill Number

Subject: **Authorization of A/P Transactions Issued February 18, 2022 through February 24, 2022**

Summary Statement: In accordance with state law, approval is requested for the payments issued for City goods and services received.

A/P EFT and EDI transactions, and check(s) #558487 through #558585, were issued during the pay period of February 18, 2022 through February 24, 2022, in the amount of \$2,461,697.45.

Previous Council Action: **2021-2022 Adopted Budget**

Fiscal Impact: **Payments issued for amounts shown above are within legally appropriated budget.**

Funding Source: **Citywide Funds**

Attachments:

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Consent Agenda	03/14/2022	Authorize Accounts Payable	N/A	0 minutes

**Recommended Motion:**

**Council Committee:**

**Agenda Bill Contact:**  
Karla Stave

**Council Action:**

Reviewed By	Department	Date
<i>Andrew D. Asbjornsen</i>	Finance Department	03/08/2022
<i>Matthew T. Stamps</i>	Legal	03/08/2022
<i>Seth M. Fleetwood</i>	Executive	03/08/2022



# City Council Agenda Bill

23297

Bill Number

Subject: **Authorization of Payroll Labor Cost Payments Dated February 01, 2022 to February 15, 2022**

Summary Statement: For payroll payments related to the period of February 01, 2022 to February 15, 2022

Totals: \$3,830,369.97

Previous Council Action: **2021-2022 Adopted Budget**

Fiscal Impact: **Payroll labor costs payments issued for amounts shown above are within legally appropriated budget**

Funding Source: **Citywide Funds**

Attachments:

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Consent Agenda	03/14/2022	Authorize Payroll	N/A	0 minutes

Recommended Motion:

Council Committee:

Agenda Bill Contact:  
Sharon Martin, HR Payroll

Council Action:

Reviewed By	Department	Date
<i>Andrew D. Asbjornsen</i>	Finance Department	03/08/2022
<i>Matthew T. Stamps</i>	Legal	03/08/2022
<i>Seth M. Fleetwood</i>	Executive	03/08/2022



# City Council Agenda Bill

23241

Bill Number

**Subject: An Ordinance Amending Bellingham Municipal Code Chapters 7.04.030 and 8.04.070 Regarding Keeping Dogs and Animals Under Control in Parks**

Summary Statement: Starting in August of 2021, at the direction of City Council, Parks Staff worked with advisory groups to draft amendments to regulations concerning dogs in parks in an effort to improve the ability of owners to understand and obey the rules, and the City to educate and enforce the rules. These draft amendments were presented to City Council on January 24, 2022, and Council directed staff to bring back an ordinance. The amendments were proposed by Bellingham's Citizen Dog Task Force and approved by the Parks & Recreation Advisory Board on December 8, 2021.

Previous Council Action: **August 30, 2021 Old/New Business and January 24, 2022, AB23241**

Fiscal Impact: **None**

Funding Source: **None**

Attachments: 1. ORDINANCE

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Vote Requested	02/28/2022	Pass Ordinance	Nicole Oliver, Parks & Recreation Director	5 minutes

**Recommended Motion:**

**Council Committee:**  
Parks and Recreation Committee

**Agenda Bill Contact:**  
Nicole Oliver, Parks & Recreation Director

**Council Action:** Williams/Anderson Moved  
1<sup>st</sup> & 2<sup>nd</sup>. MOTION CARRIED 6-0-1. Daniel  
Hamill excused. 2/28/2022

Reviewed By	Department	Date
<i>Nicole C. Oliver</i>	Parks & Recreation	02/16/2022
<i>James E. Erb</i>	Legal	02/22/2022
<i>Seth M. Fleetwood</i>	Executive	02/23/2022

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING BELLINGHAM MUNICIPAL CODE (BMC) CHAPTERS 7.04.030 AND 8.04.070 REGARDING KEEPING DOGS AND ANIMALS UNDER CONTROL IN PARKS**

**WHEREAS**, BMC 7.04.030 provides definitions regarding control of animals by persons responsible for the animal, and;

**WHEREAS**, BMC 8.04.070 provides specific restrictions on animals in parks; and

**WHEREAS**, the City of Bellingham has a large and ever-increasing population of dogs; and

**WHEREAS**, conflicts arise between dogs, people, other animals and property, especially in City parks; and

**WHEREAS**, clarification of the terms “under control” is needed to improve both the public’s understanding and the City’s ability to enforce regulations designed to minimize conflicts between dogs, their owners, other people, property and wildlife; and

**WHEREAS**, these amendments were proposed by the Bellingham’s Citizen Dog Task Force and approved by the Parks Recreation Advisory Board on December 8, 2021; and

**WHEREAS**, these amendments are in addition to continued educational efforts and public outreach to encourage more compliance with dog rules, including new signage and dog off-leash area kiosks;

**NOW THEREFORE, THE CITY OF BELLINGHAM DOES ORDAIN:**

**Section 1. BMC Chapter 7.04.030 Definitions is hereby amended as follows:**

“Under control” means that the ~~owner~~responsible person, ~~by means of a leash~~, restrains the ~~dog~~animal to the responsible person’s ~~owner’s~~ immediate proximity, preventing the animal~~dog~~ from coming into physical contact with another animal or person, trespassing upon property or provoking~~annoying~~ or chasing other persons, wildlife, animals, or vehicles of any sort. An animal is presumed not to have been under control if injury, harassment, trespass, or damage has occurred.

**Section 2. BMC Chapter 8.04.070 Restrictions on Animals in Parks is hereby amended as follows:**

B. All dogs must be under the control of their ~~owners~~responsible person by means of a leash, as required by Chapter 7.08 BMC. In areas of park property designated for off-leash dog exercise and training, nonaggressive, healthy dogs may be off-leash but must be within the ~~owner’s~~responsible person’s view and under ~~voice~~-control by means of an audible

City of Bellingham  
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| command or signal. The responsible person~~owner~~ must always have a leash in hand and properly dispose of all dog waste.

**PASSED** by the Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Council President

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

**ATTEST:** \_\_\_\_\_  
Finance Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the City Attorney

Published:  
  
\_\_\_\_\_





# City Council Agenda Bill

23279

Bill Number

**Subject: An Ordinance Amending the 2021-2022 Biennial Budget Increasing Expenditures and Adding Positions to Establish a Sanitation and Solid Waste Division in the Public Works Department**

Summary Statement: To address growing concerns raised by the community regarding litter, solid waste, and encampments, the attached ordinance provides funding and positions to establish a Sanitation and Solid Waste Division in the Public Works Department comprised of six positions, including three new positions. The ordinance consolidates the City's sanitation and solid waste management efforts within one department. The ordinance reassigns the neighborhood code compliance officer from the Police Department to Public Works to be part of the new division. This consolidation and new division will reduce duplicated efforts and leverage greater resources to address priority sanitation issues to support a safe community and healthy environment.

Previous Council Action: **Adoption of the 2021-2022 Biennial Budget; Adoption of the 2021-2022 Mid-Biennium Adjustment adding a Solid Waste Manager; February 8th Budget adjustment moving Cleanup Coordinator from Police to Public Works**

Fiscal Impact: **\$430,000**

Funding Source: **Street Fund (111) and Environmental Remediation Fund (136)**

Attachments: 1. ORDINANCE

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Vote Requested	02/28/2022	Pass Ordinance	Mayor Seth Fleetwood	5 minutes

**Recommended Motion:**

**Council Committee:**  
Committee Of The Whole

**Agenda Bill Contact:**  
Eric Johnston, PW Director

**Council Action:** Stone/Williams Moved  
1<sup>st</sup> & 2nd. MOTION CARRIED 6-0-1,  
Daniel Hammill excused. 2/28/2022

Reviewed By	Department	Date
<i>Forrest W. Longman</i>	Finance Department	02/22/2022
<i>Matthew T. Stamps</i>	Legal	02/22/2022
<i>Seth M. Fleetwood</i>	Executive	02/22/2022

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE 2021-2022 BIENNIAL BUDGET INCREASING EXPENDITURES AND ADDING POSITIONS TO ESTABLISH A SANITATION AND SOLID WASTE DIVISION IN THE PUBLIC WORKS DEPARTMENT**

**WHEREAS**, demand for litter abatement and clean up has increased while staffing and funding have remained fixed; and

**WHEREAS**, these functions have traditionally been split between the Bellingham Police Department and Public Works Department; and

**WHEREAS**, consolidating this function within the Public Works Department and adding resources will improve the City's ability to deliver this service.

**NOW THEREFORE, THE CITY OF BELLINGHAM DOES ORDAIN:**

**Section 1.** The 2021-2022 Biennial Budget is hereby amended as follows:

<b>Fund</b>	<b>Expense</b>	<b>Reserve Contribution/ (Use)</b>
<i>001 - General Fund</i>		
Police Department	(98,000)	98,000
<i>111- Street Fund</i>	328,000	(328,000)
<i>136 - Environmental Remediation</i>	200,000	(200,000)
<b>Total</b>	<b>430,000</b>	<b>(430,000)</b>

**Section 2.** The full time equivalent (FTE) count is increased by 3.0 FTE as follows:

<b>Department</b>	<b>Classification</b>	<b>FTE Change</b>	<b>Notes</b>
Police	Code Compliance Officer	-1.0	Department Change
Public Works	Code Compliance Officer	1.0	
Public Works	Cleanup Coordinator	1.0	New
Public Works	Utility Worker 6	1.0	New
Public Works	Utility Worker 6	1.0	New
<b>Total</b>		<b>3.0</b>	

**PASSED** by the Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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\_\_\_\_\_  
Council President

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

**ATTEST:** \_\_\_\_\_  
Finance Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the City Attorney

Published:  
  
\_\_\_\_\_