



**City of Bellingham**  
**City Council Regular Meeting Agenda**  
August 24, 2020, 7:00 PM

Mayor Seth Fleetwood  
Council Members Hannah Stone, Gene Knutson, Daniel Hammill,  
Pinky Vargas, Lisa Anderson, Michael Lilliquist and  
Hollie Huthman

Contact: (360) 778-8200, [ccmail@cob.org](mailto:ccmail@cob.org)

[www.cob.org/council](http://www.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 prohibited at this time.

Council meetings are streamed live via the City's website at [meetings.cob.org](http://meetings.cob.org) and on the [City's YouTube channel](#). Meetings are 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 contact the City Council office to receive phone numbers in order to listen to the meeting via telephone.

Anyone wishing to comment during the public hearing or during the regular public comment period is invited to do so. Advanced testimony by mail, email, and telephone is accepted and strongly encouraged by sending comments to the Council Office, 210 Lottie Street, [ccmail@cob.org](mailto:ccmail@cob.org), or (360) 778-8200. Anyone wishing to testify live can do so by joining the remote meeting at the following link: <https://www.cob.org/ccph>. This link can be used before the meeting to pre-register or during the meeting to register and immediately join the meeting to testify. Pre-registration is encouraged.

Those who would like to listen in 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

Meeting ID: 993-6204-6061

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 August 31, 2020 at 7:00 PM during the remote Regular City Council Meeting, there will be a Public Hearing on the Bellingham Police Department's Department of Justice Assistance Grant application to purchase a Lightweight Portable X-ray system.**
- 2. On September 14, 2020 at 7:00 PM during the remote Regular City Council Meeting, there will be a Public Hearing on the consideration of proposed amendments to Bellingham Municipal Code Title 20 to establish regulations for electronic message signs on public zoned land which are intended to improve public access to information on community activities, events and services.**

**Pledge of Allegiance**

**Roll Call**

**Public Hearing**

- |              |  |             |
|--------------|--|-------------|
| <b>22402</b> | <b>1. Public Hearing to Consider a Request to Add the Residential Multi (RM) Project to the 2019-2020 List of Comprehensive Plan Amendments ("The Docket")</b> | <b>p. 7</b> |
|--------------|--|-------------|

**15-Minute Public Comment Period**

**Mayor's Report**

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

- |              |  |              |
|--------------|--|--------------|
| <b>22716</b> | <b>1. Mayor's Appointment of William Szabo to the Bellingham Housing Authority Board (Information)</b>   | <b>p. 50</b> |
| <b>22717</b> | <b>2. Mayor's Appointment of Jessica Sankey to the Parks and Recreation Advisory Board (Information)</b> | <b>p. 52</b> |
| <b>22718</b> | <b>3. Mayor's Appointment of Rose Lathrop to the Planning and Development Commission (Approval)</b>      | <b>p. 54</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

Pinky Vargas, Lisa Anderson

- |              |           |  |              |
|--------------|-----------|--|--------------|
| <b>22702</b> | <b>1.</b> | <b>Bid Award for Northwest/Bakerview Intersection Improvements, BID #41B-2020</b>  | <b>p. 57</b> |
| <b>22713</b> | <b>2.</b> | <b>Bid Award for Harrison Street Slope Stabilization, EW-0237, Bid #49B-2020</b>   | <b>p. 62</b> |
| <b>22714</b> | <b>3.</b> | <b>Bid Award for Indefinite Delivery, Indefinite Quantity (IDIQ) On-Call Multiple Hearth Incinerator Repair, BID #13B-2020</b> | <b>p. 67</b> |
| <b>22007</b> | <b>4.</b> | <b>Bellingham Municipal Broadband: Access, Equity and Affordability</b>  | <b>p. 71</b> |

**Parks and Recreation 11:00 AM**

Lisa Anderson, Chair

Hannah Stone, Michael Lilliquist

- |              |           |   |              |
|--------------|-----------|---|--------------|
| <b>22720</b> | <b>1.</b> | <b>Bid Award #16B-2020 for Wharf Street Timber Trestle Repair Project to RAZZ Construction for \$444,637.35</b> | <b>p. 83</b> |
| <b>22721</b> | <b>2.</b> | <b>A Resolution of the City of Bellingham Temporarily Reducing Fees for Safe Start Park Special Requests</b>    | <b>p. 92</b> |
| <b>22722</b> | <b>3.</b> | <b>Annual Report on Greenways Program</b>   | <b>p. 97</b> |

Daniel Hammill, Chair  
Hannah Stone, Hollie Huthman

- Gene Knutson, Chair  
Hannah Stone, Daniel Hammill, Pinky Vargas, Lisa Anderson, Michael Lilliquist,  
Hollie Huthman

22724	1.	An Ordinance Amending the 2019-2020 Biennial Budget Increasing Appropriations in the Claims and Litigation Fund	p. 139
22725	2.	City Signature on a Rezone and Comprehensive Plan Amendment Docket Application	p. 143
22726	3.	Discussion of a Police Civilian Oversight Board	p. 151
22727	4.	Discussion of City Council Staffing Needs	p. 171
22728	5.	Discussion of Local Listening Series on Race and Justice and Next Steps	p. 184
	6.	Approval of Minutes	
	7.	Old/New Business	

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

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## **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>22729</b>	<b>1.</b>	<b>Authorization of Payroll Labor Cost Payments Dated July 1 to July 15, 2020</b>	<b>p. 186</b>
<b>22730</b>	<b>2.</b>	<b>Authorization of A/P Payments Issued July 16, 2020</b>	<b>p. 187</b>
<b>22731</b>	<b>3.</b>	<b>Authorization of A/P Checks Issued July 23, 2020</b>	<b>p. 188</b>
<b>22732</b>	<b>4.</b>	<b>Authorization of A/P Checks Issued July 31, 2020 through August 06, 2020</b>	<b>p. 189</b>
<b>22733</b>	<b>5.</b>	<b>Authorization of A/P Checks Issued August 07, 2020 through August 13, 2020</b>	<b>p. 190</b>
<b>22734</b>	<b>6.</b>	<b>Inter-Agency Agreement with Washington State Department of Ecology to Sponsor Two Washington Conservation Corps Crews for Natural Resource Projects</b>	<b>p. 191</b>
<b>22735</b>	<b>7.</b>	<b>2020 Paramedic Class Funding</b>	<b>p. 201</b>
<b>22736</b>	<b>8.</b>	<b>Lease Agreement for Sehome Cell Tower – Western Washington University Police</b>	<b>p. 212</b>
<b>22737</b>	<b>9.</b>	<b>Lease Agreement for Sehome Cell Tower – Western Washington University KUGS Radio Station</b>	<b>p. 231</b>
<b>22738</b>	<b>10.</b>	<b>Lease Agreement for Sehome Cell Tower – Port of Bellingham</b>	<b>p. 251</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://meetings.cob.org/>. 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](#) 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://meetings.cob.org> 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 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, August 31, 2020**

**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

22402

Bill Number

**Subject: Public Hearing to Consider a Request to Add the Residential Multi (RM) Project to the 2019-2020 List of Comprehensive Plan Amendments ("The Docket")**

Summary Statement: The City Council directed staff to pursue strategies to facilitate intended densities in Residential Multi (RM) Zones. This project necessitates changes to the BMC and up to 20 neighborhood plans for consistency with the BMC changes. As the neighborhood plans are a component of the Comprehensive Plan, the project must be added to the annual docket of amendments in order to proceed. Staff is requesting that Council add this project to the 2019-2020 docket per BMC 21.10.150.B.1.c, which authorizes Council to add proposals to the docket at any time during the year, provided Council finds that the proposal meets the docketing criteria in BMC 20.20.030. Planning Commission recommended approval on July 16, 2020, with a 6-0 vote.

Previous Council Action: **Direction to Pursue the RM project (8/26/19); Establishment of the 2019-2020 List of Comprehensive Plan Amendments ("The Docket") (8/26/19)**

Fiscal Impact: **Staff time for this project is included in the adopted 2019-2020 PCDD Work Program**

Funding Source: **General Fund**

Attachments:

1. STAFF REPORT
2. PLANNING COMMISSION FINDINGS OF FACT
3. DRAFT RESOLUTION
4. DOCKET APPLICATION
5. STAFF PRESENTATION
6. PUBLIC COMMENT

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Public Hearing - Vote Requested	8/24/2020	Vote to Approve	Lisa Pool, Planning and Community Development	10 minutes

**Recommended Motion:**

**Council Committee:**

**Agenda Bill Contact:**

Lisa Pool, Planning and Community Development, 360-778-8300

**Reviewed By**

*Rick M. Sepler*

**Department**

Planning & Community Development

**Date**

8/17/2020

**Council Action:**

*Alan A. Marriner*

Legal

8/17/2020

*Seth M. Fleetwood*

Executive

8/18/2020

## CITY OF BELLINGHAM PLANNING STAFF REPORT

<b>Agenda Topic:</b>	<i>A request to add the Residential Multi (RM) project to the list of 2019-2020 Comprehensive Plan amendments (“the docket”)</i>
<b>For:</b>	<i>August 24, 2020, City Council Public Hearing</i>
<b>Staff Contact:</b>	<i>Lisa Pool, AICP, Senior Planner</i>

Staff note: This report is adapted from the July 16, 2020, Planning Commission version.

### I. SUMMARY OF PROPOSAL

The City Council asked staff to “leave no stone unturned” in seeking solutions to the City’s housing crisis. Through a series of focused discussions, staff identified several approaches that could result in increased housing options and variety for people of all ages, abilities and incomes. Key to these discussions was Council’s direction to find additional ways to allow smaller, less expensive homes. Staff’s analysis of these options indicated that many areas zoned Residential Multi (RM) have been significantly underdeveloped with densities much less than what’s intended in the [Comprehensive Plan](#). In some cases, these areas have been developed predominantly with lower density single-family homes. While the City values single-family residential construction, it is dependent on its multi-family and urban village zoning to provide higher densities.

Changes to the land use code to facilitate the densities and uses envisioned for RM zones have the potential to not only result in more homes of all shapes and sizes for Bellingham’s diverse residents, but to also advance many goals and policies of the Comprehensive Plan, including those related to housing affordability and options, efficient land use and climate change. As such, on August 26, 2019, after a staff presentation on an initial analysis of these zones, the City Council Planning and Community Development Committee directed staff to further identify the necessary changes to facilitate intended development in RM zones. This project is anticipated to include the following four components:

- A **simplified ranged zoning system** for all RM zones. This system would assign the adopted Comprehensive Plan density ranges of high, medium or low to each RM zone and allow development at any density within the assigned range. This component includes changes to 94 RM zones in the Bellingham Municipal Code (BMC) zoning tables and RM sections of up to 20 neighborhood plans to remove inconsistencies with the new ranged zoning system.
- Projects in RM zones that meet location-efficient criteria would be eligible for a **density bonus**. Specifically, a property would be able to develop within the density range of the next highest density category (e.g. a “medium” density property would jump to the “high” density category).
- All **Infill Housing Toolkit** forms (small and smaller house, cottage, duplex, triplex, shared court, garden court, and townhouse) would be allowed in all RM zones. Small and smaller houses, cottages and duplexes are the only forms currently allowed in RM duplex zones.
- Certain (or all) RM zones would potentially include **minimum densities**.

The proposal may include amendments to up to 20 neighborhood plans for consistency with the BMC changes necessitated by the project. The neighborhood plan changes will primarily consist of replacing specific densities with the corresponding high, medium or low density Comprehensive Plan density designations, per the ranged density proposal.

## **II. BACKGROUND**

Under the rules of the Washington State Growth Management Act, the Comprehensive Plan, which includes the City's neighborhood plans, can be amended once a year. The City's Planning and Community Development Department conducts the annual amendment process. The first step in the process is to establish the docket of amendments that will be reviewed during the year. Only the City Council can place a proposal on the docket after review by staff and the Planning Commission.

The 2019-2020 docket was established by the City Council on August 26, 2019 (Resolution 2019-24); however, BMC 21.10.150.B.1.c authorizes the City Council to add proposals to the docket at any time during the year, provided the Council finds that the proposal meets the docketing criteria in BMC 20.20.030. Staff is requesting that the proposal be added to the 2019-2020 docket, so that the amendments, which will allow more housing units and options, can be adopted in a timely manner.

Key dates related to the docket and RM project to date include:

August 26, 2019: City Council established the 2019-2020 list of Comprehensive Plan amendments ("the docket").

August 26, 2019: The City Council Planning and Community Development Committee directed staff to pursue to the RM project.

January 9, 2020: Staff briefed the Planning Commission on the RM project.

July 16, 2020: Planning Commission Public Hearing regarding the request to add the RM project to the list of 2019-2020 Comprehensive Plan amendments ("the docket").

## **III. DOCKET PROCESS**

The docket of proposed Comprehensive Plan amendments is established using a Type VI review process (BMC 21.20.150). Proposals submitted by property owners, City staff and neighborhood groups are reviewed by staff, the Planning Commission and City Council. The Planning Commission holds a public hearing and develops a recommendation to City Council. City Council also holds a public hearing prior to formally establishing the annual docket.

The docketing process does not answer the question of whether a proposed amendment should be approved, but rather whether a proposal should be added to the list of annual Comprehensive Plan amendments that will be reviewed on their own merits through a separate process. This is an important distinction. Once a proposal is docketed, the Planning Commission and City Council will hold public hearings on the merits on the proposal. City

Council will make a determination on the proposals that are part of the 2019-2020 docket by the end of 2020.

#### **IV. STAFF ANALYSIS AND RECOMMENDATION**

Staff finds that the proposal meets the BMC review criteria for docketing proposals outlined in 20.20.030.

- A. The City has the resources, including staff and budget, necessary to adequately and comprehensively review the proposal within the time frame of the annual review process; and

**Staff Response:**

City resources, including staff and budget, are available to adequately and comprehensively review the proposal within the timeframe of the annual review process. The project may be extended past the timeframe of the annual review process if not completed with the other projects on the 2019-2020 docket of Comprehensive Plan amendments.

- B. The proposal meets one or more of the following criteria:

1. The proposed amendment represents an issue appropriately addressed in the Comprehensive Plan or in a neighborhood plan;

**Staff Response:**

The amendments address several issues in the Comprehensive Plan and neighborhood plans, including housing affordability and options, efficient land use and climate change. Additionally, one of the components of the proposal is to amend the BMC to assign the appropriate Comprehensive Plan density ranges of high, medium or low to each of the 94 RM zones. This step better aligns the Comprehensive Plan with the BMC and simplifies the BMC, which is also an issue addressed in the Comprehensive Plan.

2. The proposal demonstrates strong potential to serve the public interest by implementing specifically identified goals and policies of the Comprehensive Plan;

**Staff Response:**

The amendments serve the public interest by implementing specific goals and policies of the Comprehensive Plan, including those related to housing affordability and options, efficient land use and climate change. City Council asked staff to “leave no stone unturned” in seeking solutions to the City’s housing crisis. Through a series of focused discussions, staff identified several approaches that could result in increased housing variety for people of all ages, abilities and incomes. Key to these discussions was Council’s direction to find ways to allow smaller, less expensive homes. Staff’s analysis of these options indicated that many areas zoned RM have been significantly underdeveloped with densities much less than what’s intended in the Comprehensive Plan. In some cases, these areas have been developed predominantly with lower density single-family homes. The proposal will allow properties in RM zones to develop



within their designated Comprehensive Plan density ranges and includes other BMC changes (e.g. density bonuses, infill toolkit forms, and minimum densities) to facilitate intended densities in these zones.

Relevant Comprehensive Plan goals and policies include:

**Policy LU-2:** The Multi-Family Residential designation is intended for areas that are able to support higher concentrations of people, while encouraging a desirable living environment within and adjacent to these districts. This zoning also provides a compatible mixture of residential housing types, typical accessory uses, public and semi-public uses, office uses and limited neighborhood commercial uses in appropriate areas.

**Policy LU-5:** Foster neighborhoods with a balanced mix of housing prices that are compatible with the wages and incomes in the community.

**Policy LU-10:** To achieve a healthy mix of housing that is affordable to a wide range of incomes, implement and seek new, innovative tools, including, but not limited to:

- Density bonuses;
- Inclusionary zoning;
- Cluster subdivisions that preserve open space, retain natural features and provide other public benefits;
- The Infill Housing Toolkit, which includes small lot homes, townhomes and other housing forms;
- Accessory dwelling units;
- Adaptive reuse of existing buildings;
- Purchase and transfer of development rights (TDR) programs; and
- Public-private partnerships for shared parking facilities, wetland mitigation, and regional stormwater management.

**GOAL H-1:** Ensure that Bellingham has a sufficient quantity and variety of housing types and densities to accommodate projected growth and promote other community goals.

**Policy H-1:** Support high-density and mixed commercial/residential development in the City's urban villages, high capacity transit corridors connecting the villages and other appropriate areas that allow people to work, shop and recreate near where they live.

**Policy H-3:** Encourage well-designed infill development on vacant or underutilized properties.

**Policy H-4:** Continue to support implementation of the Infill Housing Toolkit, which permits innovative housing forms such as small and smaller lot single-family homes, cottages, duplexes, triplexes, common courtyards and townhomes.

**Policy H-5:** Consider minimum density requirements for residential zones and commercial zones where residential development is allowed.

**Policy H-7:** Consider increasing densities in certain multi-family zones with underused development capacity.

**GOAL H-2:** Foster housing that is safe, healthy, livable, and affordable for all income levels in all neighborhoods.

**Policy H-13:** Consider the impacts on Citywide housing capacity, affordability and diversity when making land use policy decisions and code amendments.

**Policy H-18:** Continue evaluating the recommendations of the City's Community Solutions Workgroup on Affordable Housing, including:

- Detached ADUs, small lot and cottage housing in single-family zones;
- Impact fee reductions for ADUs;
- Reduced parking requirements; and
- Other code changes and incentives that allow and encourage well-designed infill development.

**Policy H-19:** Continue providing incentives to support housing affordability (e.g. density bonuses, expedited permitting, multi-family tax exemption program and fee reductions) and consider including workforce housing as part of certain incentives programs.

3. The public interest would be best served by considering the proposal in the next amendment cycle, rather than delaying consideration to a future plan update process;

**Staff Response:**

The public interest would be best served by considering the proposal in the current amendment cycle (2019-2020 docket), rather than delaying consideration to a future plan update process, due to the urgency of the housing crisis and prior City Council direction to pursue the RM project. Delaying the project may result in losing opportunities to preserve RM zoned areas for intended densities, thereby resulting in lower densities and fewer units.

4. The amendment addresses changing circumstances, changing community values, or corrects or updates information in the Comprehensive Plan or a neighborhood plan; or

**Staff Response:**

The amendments will address changing circumstances and community values and update information in the neighborhood plans. These changing circumstances and community values include housing affordability and options, efficient land use and climate change, and are reflected in the Comprehensive Plan.

Regarding modifications to the neighborhood plans, information that conflicts with the changes to the RM sections of the BMC will be amended. The changes will primarily consist of removing specific density numbers, since the BMC will include a ranged zoning system that aligns with the high, medium and low designations in the Comprehensive Plan.

5. State law requires, or a decision of a court or administrative agency, has directed a change to the Comprehensive Plan or a neighborhood plan.

**Staff Response:**

These amendments are not directed by state law or a decision of a court or administrative agency; however, recent Washington state legislation, including HB 1923, indicates a strong support for local communities to build additional urban residential capacity to help address the housing affordability crisis throughout the state. With this legislation, lawmakers sought to encourage cities to prioritize the creation of affordable, inclusive neighborhoods, especially in areas with frequent transit service and infrastructure that supports added residential capacity.

## **V. PUBLIC COMMENTS**

Notice of the City Council public hearing was published in the Bellingham Herald and provided to presidents of neighborhood associations and representatives of the Mayor's Neighborhood Advisory Commission within 30 days of the public hearing. No public comments were submitted prior to the publication of this meeting packet.

## **VI. RECOMMENDATIONS**

Staff recommends that the City Council add the RM project to the 2019-2020 list of Comprehensive Plan amendments. The proposed amendments are consistent with and will implement the goals and policies of the 2016 Bellingham Comprehensive Plan. On July 16, with a 6-0 vote, the Planning Commission also recommended that this item be added to the 2019-2020 docket (see Planning Commission Findings for more information).

## **ATTACHMENT 2**

# **BELLINGHAM PLANNING COMMISSION FINDINGS OF FACT, CONCLUSIONS AND RECOMMENDATIONS**

## **Request to Add the Residential Multi (RM) Project to the 2019-2020 List of Comprehensive Plan Amendments**

**JULY 16, 2020**

### **Summary**

Following the public hearing and deliberation, the Planning Commission determined that the Residential Multi (RM) project meets the docketing criteria outlined in Bellingham Municipal Code (BMC) 20.20.030.

### **I. FINDINGS OF FACT**

#### **1. Proposal Description**

The City Council asked staff to “leave no stone unturned” in seeking solutions to the City’s housing crisis. Through a series of focused discussions, staff identified several approaches that could result in increased housing options and variety for people of all ages, abilities and incomes. Key to these discussions was Council’s direction to find additional ways to allow smaller, less expensive homes. Staff’s analysis of these options indicated that many areas zoned Residential Multi (RM) have been significantly underdeveloped with densities much less than what’s intended in the Comprehensive Plan. In some cases, these areas have been developed predominantly with lower density single-family homes. While the City values single-family residential construction, it is dependent on its multi-family and urban village zoning to provide higher densities.

Changes to the land use code to facilitate the densities and uses envisioned for RM zones have the potential to not only result in more homes of all shapes and sizes for Bellingham’s diverse residents, but to also advance many goals and policies of the Comprehensive Plan, including those related to housing affordability and options, efficient land use and climate change. As such, on August 26, 2019, after a staff presentation on an initial analysis of these zones, the City Council Planning and Community Development Committee directed staff to further identify the necessary changes to facilitate intended development in RM zones. This project is anticipated to include the following four components:

- **A simplified ranged zoning system** for all RM zones. This system would assign the adopted Comprehensive Plan density ranges of high, medium or low to each RM zone and allow development at any density within the assigned range. This component includes changes to 94 RM zones in the BMC zoning tables and RM sections of up to 20 neighborhood plans to remove inconsistencies with the new ranged zoning system.

- Projects in RM zones that meet location-efficient criteria would be eligible for a **density bonus**. Specifically, a property would be able to develop within the density range of the next highest density category (e.g. a “medium” density property would jump to the “high” density category).
- All **Infill Housing Toolkit** forms (small and smaller house, cottage, duplex, triplex, shared court, garden court, and townhouse) would be allowed in all RM zones. Small and smaller houses, cottages and duplexes are the only forms currently allowed in RM duplex zones.
- Certain (or all) RM zones would potentially include **minimum densities**.

The proposal may include amendments to up to 20 neighborhood plans for consistency with BMC changes necessitated by the project components. The neighborhood plan changes will primarily consist of replacing specific densities with the corresponding high, medium or low density Comprehensive Plan density designations, per the ranged density proposal.

## 2. Background Information/Procedural History

Under the rules of the Washington State Growth Management Act, the Comprehensive Plan, which includes the City’s neighborhood plans, can be amended once a year. The City’s Planning and Community Development Department conducts the annual amendment process. The first step in the process is to establish the docket of amendments that will be reviewed during the year. Only the City Council can place a proposal on the docket after review by staff and the Planning Commission.

The 2019-2020 docket was established by the City Council on August 26, 2019 (Resolution 2019-24); however, BMC 21.10.150.B.1.c authorizes the City Council to add proposals to the docket at any time during the year, provided the Council finds that the proposal meets the docketing criteria in BMC 20.20.030.

The docket of proposed Comprehensive Plan amendments is established using a Type VI review process (BMC 21.20.150). Proposals submitted by property owners, City staff and neighborhood groups are reviewed by staff, the Planning Commission and City Council. The Planning Commission holds a public hearing and develops a recommendation to City Council. City Council also holds a public hearing prior to formally establishing the annual docket. The Planning Commission should adopt or modify the findings as necessary to support their final recommendations.

The docketing process does not answer the question of whether a proposed amendment should be approved, but rather whether a proposal should be added to the list of annual Comprehensive Plan amendments that will be reviewed on their own merits through a separate process. This is an important distinction. Once a proposal is docketed, the Planning Commission and City Council will hold public hearings on the merits on the proposal. City Council will make a determination on the proposals that are part of the 2019-2020 docket by the end of 2020.

BMC 21.10.150.B.1.c authorizes the City Council to add proposals to the docket at any time during the year, provided the Council finds that the proposal meets the docketing criteria in BMC 20.20.030. Staff is requesting that the proposal be added to the 2019-2020 docket, so that the amendments, which will allow more housing units and options, can be adopted in a timely manner.

Key dates related to the docket and RM project to date include:

August 26, 2019: City Council established the 2019-2020 list of Comprehensive Plan amendments (Resolution 2019-24).

August 26, 2019: The City Council Planning and Community Development Committee directed staff to pursue to the RM project.

January 9, 2020: Staff briefed the Planning Commission on the RM project.

### **3. Public Comment**

Notice of the Planning Commission public hearing was published in the Bellingham Herald and provided to presidents of neighborhood associations and representatives of the Mayor's Neighborhood Advisory Commission within 30 days of the public hearing. No public comments were submitted prior to the publication of the Planning Commission meeting packet.

### **4. Consistency with the Bellingham Municipal Code Decision Criteria for Comprehensive and Neighborhood Plan Amendments**

#### **Bellingham Municipal Code 20.20.030 - Annual Docketing Criteria**

The City shall use the following criteria in selecting proposals for inclusion in the annual docket of Comprehensive Plan/neighborhood plan amendments. To be included in the annual docket, a proposal must meet the following criteria:

- A. The City has the resources, including staff and budget, necessary to adequately and comprehensively review the proposal within the time frame of the annual review process; and
- B. The proposal meets one or more of the following criteria:
  - 1. The proposed amendment represents an issue appropriately addressed in the Comprehensive Plan or in a neighborhood plan;
  - 2. The proposal demonstrates strong potential to serve the public interest by implementing specifically identified goals and policies of the Comprehensive Plan;
  - 3. The public interest would be best served by considering the proposal in the next amendment cycle, rather than delaying consideration to a future plan update process;

4. The amendment addresses changing circumstances, changing community values, or corrects or updates information in the Comprehensive Plan or a neighborhood plan; or
5. State law requires, or a decision of a court or administrative agency, has directed a change to the Comprehensive Plan or a neighborhood plan.

The Planning Commission finds that the RM project meets the docketing criteria outlined in BMC 20.20.030 as follows:

- A. The City has the resources, including staff and budget, necessary to adequately and comprehensively review the proposal within the time frame of the annual review process; and

**Staff Response:**

City resources, including staff and budget, are available to adequately and comprehensively review the proposal within the timeframe of the annual review process. The project may be extended past the timeframe of the annual review process if not completed with the other projects on the 2019-2020 docket of Comprehensive Plan amendments.

**The Planning Commission finds that this criterion has been met.**

- B. The proposal meets one or more of the following criteria:

1. The proposed amendment represents an issue appropriately addressed in the Comprehensive Plan or in a neighborhood plan;

**Staff Response:**

The amendments address several issues in the Comprehensive Plan and neighborhood plans, including housing affordability and options, efficient land use and climate change. Additionally, one of the components of the proposal is to amend the BMC to assign the appropriate Comprehensive Plan density ranges of high, medium or low to each of the 94 RM zones. This step better aligns the Comprehensive Plan with the BMC and simplifies the BMC, which is also an issue addressed in the Comprehensive Plan.

**The Planning Commission finds that this criterion has been met.**

2. The proposal demonstrates strong potential to serve the public interest by implementing specifically identified goals and policies of the Comprehensive Plan;

**Staff Response:**

The amendments serve the public interest by implementing specific goals and policies of the Comprehensive Plan, including those related to housing affordability and options, efficient land use and climate change. City Council asked staff to "leave no stone unturned" in seeking solutions to the City's housing crisis. Through



a series of focused discussions, staff identified several approaches that could result in increased housing variety for people of all ages, abilities and incomes. Key to these discussions was Council's direction to find ways to allow smaller, less expensive homes. Staff's analysis of these options indicated that many areas zoned RM have been significantly underdeveloped with densities much less than what's intended in the Comprehensive Plan. In some cases, these areas have been developed predominantly with lower density single-family homes. The proposal will allow properties in RM zones to develop within their designated Comprehensive Plan density ranges and includes other BMC changes (e.g. density bonuses, infill toolkit forms, and minimum densities) to facilitate intended densities in these zones.

Relevant Comprehensive Plan goals and policies include:

**Policy LU-2:** The Multi-Family Residential designation is intended for areas that are able to support higher concentrations of people, while encouraging a desirable living environment within and adjacent to these districts. This zoning also provides a compatible mixture of residential housing types, typical accessory uses, public and semi-public uses, office uses and limited neighborhood commercial uses in appropriate areas.

**Policy LU-5:** Foster neighborhoods with a balanced mix of housing prices that are compatible with the wages and incomes in the community.

**Policy LU-10:** To achieve a healthy mix of housing that is affordable to a wide range of incomes, implement and seek new, innovative tools, including, but not limited to:

- Density bonuses;
- Inclusionary zoning;
- Cluster subdivisions that preserve open space, retain natural features and provide other public benefits;
- The Infill Housing Toolkit, which includes small lot homes, townhomes and other housing forms;
- Accessory dwelling units;
- Adaptive reuse of existing buildings;
- Purchase and transfer of development rights (TDR) programs; and
- Public-private partnerships for shared parking facilities, wetland mitigation, and regional stormwater management.

**GOAL H-1:** Ensure that Bellingham has a sufficient quantity and variety of housing types and densities to accommodate projected growth and promote other community goals.

**Policy H-1:** Support high-density and mixed commercial/residential development in the City's urban villages, high capacity transit corridors connecting the villages

and other appropriate areas that allow people to work, shop and recreate near where they live.

**Policy H-3:** Encourage well-designed infill development on vacant or underutilized properties.

**Policy H-4:** Continue to support implementation of the Infill Housing Toolkit, which permits innovative housing forms such as small and smaller lot single-family homes, cottages, duplexes, triplexes, common courtyards and townhomes.

**Policy H-5:** Consider minimum density requirements for residential zones and commercial zones where residential development is allowed.

**Policy H-7:** Consider increasing densities in certain multi-family zones with underused development capacity.

**GOAL H-2:** Foster housing that is safe, healthy, livable, and affordable for all income levels in all neighborhoods.

**Policy H-13:** Consider the impacts on Citywide housing capacity, affordability and diversity when making land use policy decisions and code amendments.

**Policy H-18:** Continue evaluating the recommendations of the City's Community Solutions Workgroup on Affordable Housing, including:

- Detached ADUs, small lot and cottage housing in single-family zones;
- Impact fee reductions for ADUs;
- Reduced parking requirements; and
- Other code changes and incentives that allow and encourage well-designed infill development.

**Policy H-19:** Continue providing incentives to support housing affordability (e.g. density bonuses, expedited permitting, multi-family tax exemption program and fee reductions) and consider including workforce housing as part of certain incentives programs.

**The Planning Commission finds that this criterion has been met.**

3. The public interest would be best served by considering the proposal in the next amendment cycle, rather than delaying consideration to a future plan update process;

**Staff Response:**

The public interest would be best served by considering the proposal in the current amendment cycle (2019-2020 docket), rather than delaying consideration to a future plan update process, due to the urgency of the housing crisis and prior City Council direction to pursue the RM project. Delaying the project may result in losing

opportunities to preserve RM zoned areas for intended densities, thereby resulting in lower densities and fewer units.

**The Planning Commission finds that this criterion has been met.**

4. The amendment addresses changing circumstances, changing community values, or corrects or updates information in the Comprehensive Plan or a neighborhood plan; or

**Staff Response:**

The amendments will address changing circumstances and community values and update information in the neighborhood plans. These changing circumstances and community values include housing affordability and options, efficient land use and climate change, and are reflected in the Comprehensive Plan.

Regarding modifications to the neighborhood plans, information that conflicts with the changes to the RM sections of the BMC will be amended in the neighborhood plans. The changes will primarily consist of removing specific density numbers, since the BMC will include a ranged zoning system that aligns with the high, medium and low designations in the Comprehensive Plan.

**The Planning Commission finds that this criterion has been met.**

5. State law requires, or a decision of a court or administrative agency, has directed a change to the Comprehensive Plan or a neighborhood plan.

**Staff Response:**

These amendments are not directed by state law or a decision of a court or administrative agency; however, recent Washington state legislation, including HB 1923, indicates a strong support for local communities to build additional urban residential capacity in order to help address the housing affordability crisis throughout the state. With this legislation, lawmakers sought to encourage cities to prioritize the creation of affordable, inclusive neighborhoods, especially in areas with frequent transit service and infrastructure that supports added residential capacity.

**The Planning Commission finds that this criterion has been met.**

## **II. CONCLUSIONS**

Based on the staff report, including the application materials, and the information presented at the public hearing, the Planning Commission concludes that the RM project meets the minimum docketing criteria for inclusion in the annual 2019-2020 list of Comprehensive Plan amendments.

**The Planning Commission finds that this criterion has been met.**

## **II. CONCLUSIONS**

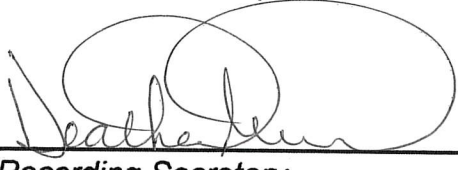
Based on the staff report, including the application materials, and the information presented at the public hearing, the Planning Commission concludes that the RM project meets the minimum docketing criteria for inclusion in the annual 2019-2020 list of Comprehensive Plan amendments.

## **III. RECOMMENDATION**

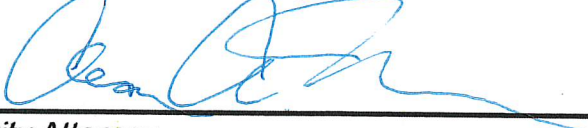
After careful consideration of all public comments, the staff report, other meeting materials, and the Findings and Conclusions, the Planning Commission recommends, with a 6-0 vote, to the City Council that the RM project be added to the 2019-2020 list of Comprehensive Plan amendments.

**ADOPTED** this 16<sup>th</sup> day of July 2020.

  
\_\_\_\_\_  
*Planning Commission Chairperson*

**ATTEST:**   
\_\_\_\_\_  
*Recording Secretary*

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
*City Attorney*

## RESOLUTION NO. 2020 - \_\_\_\_\_

**A RESOLUTION AMENDING THE DOCKET OF BELLINGHAM COMPREHENSIVE  
PLAN AMENDMENTS TO BE REVIEWED IN 2019-2020**

**WHEREAS**, the City Council asked staff to “leave no stone unturned” in seeking solutions to the City’s housing crisis; and

**WHEREAS**, through a series of focused discussions, staff identified several approaches that could result in increased housing options and variety for people of all ages, abilities and incomes. Key to these discussions was Council’s direction to find ways to allow smaller, less expensive homes; and

**WHEREAS**, staff’s analysis of these options indicated that many areas zoned Residential Multi (RM) have been significantly underdeveloped with densities much less than what’s intended in the Bellingham Comprehensive Plan. In some cases, these areas have been developed predominantly with lower density single-family homes; and

**WHEREAS**, changes to the Bellingham Municipal Code (BMC) to facilitate the uses envisioned for RM zones have the potential to not only result in more homes of all shapes and sizes, but to also advance many goals and policies of the Comprehensive Plan, including those related to housing affordability and options, efficient land use and climate change; and

**WHEREAS**, as such, on August 26, 2019, staff was directed by the City Council Planning and Community Development Committee to further identify the necessary changes to facilitate intended development in RM zones; and

**WHEREAS**, on January 9, 2020, staff provided an overview of the proposed RM project to the Planning Commission; and

**WHEREAS**, this project will include additional analysis, public involvement, and public hearings and work sessions with the Planning Commission and City Council throughout 2020, with ordinance adoption anticipated in 2020; and

**WHEREAS**, the changes to the BMC for this project will necessitate changes to text in the RM sections of several neighborhood plans for consistency purposes; and

**WHEREAS**, Bellingham's neighborhood plans are incorporated into the Bellingham Comprehensive Plan; and

**WHEREAS**, the State Growth Management Act allows local governments to amend their Comprehensive Plans once a year; and

**WHEREAS**, the City Council approved Resolution 2019-24 on August 26, 2019, which added three proposals (REZ2019-0001, 0002, and 0004) to the 2019-2020 docket of Comprehensive Plan amendments; and

**WHEREAS**, BMC 21.10.150.B.1.c authorizes the City Council to add proposals to the annual review docket at any time during the year, provided the Council finds that the proposal meets the docketing criteria in BMC 20.20.030; and

**WHEREAS**, City staff recommends adding the proposed RM project to the 2019-2020 docket of Comprehensive Plan amendments to ensure consistency between the BMC changes and neighborhood plans in order to facilitate intended densities in RM zones; and

**WHEREAS**, on July 16, 2020, the Planning Commission, with a 6-0 vote, recommended to the City Council that the RM project be added to the 2019-2020 list of Comprehensive Plan amendments; and

**WHEREAS**, the City Council considered the staff report prepared for the July 16, 2020, Planning Commission public hearing and the Planning Commission's findings attached as Exhibit A and determined that the proposed RM project meets the docketing criteria in BMC 20.20.030.A and 20.20.030.B.1 through B.4.

Now therefore, be it resolved by the City Council of the City of Bellingham:

The 2019-2020 docket of Comprehensive Plan amendments is hereby amended to include the proposed RM project. The 2019-2020 docket includes four projects as shown in Exhibit B.

**PASSED** by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

84 **APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
85  
86

87 \_\_\_\_\_  
88 Mayor  
89

90 **ATTEST:** \_\_\_\_\_  
91 Finance Director  
92

93 **APPROVED AS TO FORM:**  
94  
95

96 \_\_\_\_\_  
97 Office of the City Attorney  
98

## **EXHIBIT B**

### DOCKET OF BELLINGHAM COMPREHENSIVE PLAN AMENDMENTS TO BE REVIEWED IN 2019-2020

1. **REZ 2019-0001:** Amendments to the Bellingham Comprehensive Plan to add new food access policies to the Comprehensive Plan.
2. **REZ 2019-0002:** Parks and Recreation Department request to update the Parks and Recreation and Open Space (PRO) Plan.
3. **REZ 2019-0004:** Amendments to the sub-area language for Area 1 of the York Neighborhood Plan.
4. **REZ 2020-0001:** Amendments to the multi-family sections of several neighborhood plans for consistency with BMC amendments for the RM project. ("Multi-family Zones: Achieving Intended Densities"). The project may include the following four components:
  - A **simplified ranged zoning system** for all RM zones. This system would assign the adopted Comprehensive Plan density ranges of high, medium or low to each RM zone and allow development at any density within the assigned range. This component includes changes to 94 RM zones in the BMC zoning tables and RM sections of up to 20 neighborhood plans to remove inconsistencies with the new ranged zoning system.
  - Projects in RM zones that meet location-efficient criteria would be eligible for a **density bonus**. Specifically, a property would be able to develop within the density range of the next highest density category (e.g. a "medium" density property would jump to the "high" density category).
  - All **Infill Housing Toolkit** forms (small and smaller house, cottage, duplex, triplex, shared court, garden court, and townhouse) would be allowed in all RM zones. Small and smaller houses, cottages and duplexes are the only forms currently allowed in RM duplex zones.
  - Certain (or all) RM zones would potentially include **minimum densities**.



## **ATTACHMENT 4**



## Permit Center

210 Lottie Street, Bellingham, WA 98225

Phone: (360) 778-8300 Fax: (360) 778-8301 TTY: (360) 778-8382

Email: [permits@cob.org](mailto:permits@cob.org) Web: [www.cob.org/permits](http://www.cob.org/permits)

### COMPREHENSIVE / NEIGHBORHOOD PLAN AMENDMENT DOCKET APPLICATION FORM

TO BE COMPLETED BY STAFF: Date Received FEBRUARY 3, 2020 Case Number PE-22020-0001

Use this form to request docketing of a proposed Comprehensive Plan and or Neighborhood Plan amendment(s). Applications may be submitted at any time but must be received by **April 1** of each year for review during the following year. Please complete the following and attach additional pages as needed. Incomplete applications will not be accepted.

1. An application must include the following materials:

- ☒ Docket Application Form.  
☐ Fee payment calculated at 10% of the total comprehensive plan amendment fee.\* The fee is not refunded if the proposal is not docketed. The fee is calculated as follows:

(a) Non-site specific Comprehensive / Neighborhood Plan amendments:

\$1,594 base fee + \$255 notice fee x 0.1 = \$185 due at docket application.

OR

(b) Site specific Comprehensive / Neighborhood Plan amendments:

\$1,594 base fee + \$255 notice fee + \$213 per acre over first acre (\$12,750 max.) x 0.1 = fee due at docket application. Final fees will be calculated at the time the application is submitted.

\*Recognized Neighborhood Associations are exempt from this fee.

2. Applicant: CITY OF BELLINGHAM PCDD Phone: 360-778-8390

Address: 210 LOTTIE ST.

City/State/Zip: BELLINGHAM, WASHINGTON 98225

Email: lapool@cob.org Fax: 360-778-8302

Name of contact if applicant is a group: LISA POOL, SENIOR PLANNER

I have read the application materials and acknowledge that if the proposed amendment is approved by the City Council for inclusion in the annual docket, a complete Comprehensive / Neighborhood Plan Application must be submitted within **30 days of the Council's docket decision or a date approved by the Planning and Community Development Director** in order to continue to final review. Failure to submit a complete application prior to the deadline may result in removal from the docket.

Applicant signature: Lisa Pool Date: 6/1/2020

3. Provide an explanation of how the proposed Comprehensive or Neighborhood Plan amendment meets one or more of the docking criteria listed in **Bellingham Municipal Code 20.20.030 A. (2)**. (Docketing criteria - page 4 attached) **SEE ATTACHED**
4. If the proposal includes general Comprehensive Plan or Neighborhood Plan amendments that are not site-specific, please describe your amendment proposal as specifically as possible and attach it to this form. If specific wording changes are proposed, show the changes in strikethrough and underline format. Reference the location in the Plan where the change is proposed. **SEE ATTACHED**

**Complete the following sections if the proposal includes a site-specific amendment to a comprehensive plan land use designation.**

**Property Owner**

Name: N/A Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Owner's Authorized Agent/Contact**

Name: N/A Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Property Information** N/A

1. Assessor Parcel Numbers: \_\_\_\_\_
2. Attach a map (8.5" x 11") identifying the property included in the proposed amendment and showing parcels and streets located within and adjacent to the site.
3. Neighborhood Name: \_\_\_\_\_ Area Number: \_\_\_\_\_  
Current Comprehensive Plan Land Use Designation: \_\_\_\_\_
4. Proposed Comprehensive Plan Land Use Designation: \_\_\_\_\_
5. Current Zoning: \_\_\_\_\_
6. Proposed Zoning: \_\_\_\_\_

**Property Owner(s)**

N/A

I am the owner of the property described above or am authorized by the owner to sign and submit this application. I grant permission for the City staff and agents to enter onto the subject property at any reasonable time to consider the merits of the application and post public notice. I certify under penalty of perjury of the laws of the State of Washington that the information on this application and all information submitted herewith is true, complete and correct.

I also acknowledge that by signing this application I am the responsible party to receive all correspondence from the City regarding this project including, but not limited to, expiration notifications. If I, at any point during the review or process, am no longer the Applicant for this project, it is my responsibility to update this information with the City in writing in a timely manner.

Signature by Owner/Applicant/Agent: \_\_\_\_\_ Date: \_\_\_\_\_

City and State where this application is signed: \_\_\_\_\_, \_\_\_\_\_

**BELLINGHAM MUNICIPAL CODE**

**20.20.030 ANNUAL DOCKETING CRITERIA**

SEE ATTACHED

A. The City shall use the following criteria in selecting proposals for inclusion in the annual docket of comprehensive plan/neighborhood plan amendments. In order to be included on the annual docket, a proposal must meet the following criteria:

- (1) The City has the resources, including staff and budget, necessary to adequately and comprehensively review the proposal within the timeframe of the annual review process; and
- (2) The proposal meets one or more of the following criteria:
  - a. The proposed amendment represents an issue appropriately addressed in the comprehensive plan or in a neighborhood plan;
  - b. The proposal demonstrates strong potential to serve the public interest by implementing specifically identified goals and policies of the comprehensive plan;
  - c. The public interest would be best served by considering the proposal in the next amendment cycle, rather than delaying consideration to a future plan update process;
  - d. The amendment addresses changing circumstances, changing community values, or corrects or updates information in the comprehensive plan or a neighborhood plan; or
  - e. State law requires, or a decision of a court or administrative agency has directed a change to the comprehensive plan or a neighborhood plan.

## Comprehensive/Neighborhood Plan Amendment Application: Residential Multi (RM) Project

If the proposal includes general Comprehensive Plan or Neighborhood Plan amendments that are not site-specific, please describe your amendment proposal as specifically as possible and attach it to this form. If specific wording changes are proposed, show the changes in strikethrough and underline format. Reference the location in the Plan where the change is proposed.

### Staff response:

The proposal includes amendments to both the Residential Multi (RM) sections of the Bellingham Municipal Code (BMC) and the RM sections of up to 20 neighborhood plans to remove obstacles for achieving intended densities in RM zones. The project may include the following four components:

- 1) A **simplified ranged zoning system** for all RM zones. This system would assign the adopted Comprehensive Plan density ranges of high, medium or low to each RM zone and allow development at any density within the assigned range. This component includes changes to 94 RM zones in the BMC zoning tables and RM sections of up to 20 neighborhood plans to remove inconsistencies with the new ranged zoning system.
- 2) Projects in RM zones that meet location-efficient criteria would be eligible for a **density bonus**. Specifically, a property would be able to develop within the density range of the next highest density category (e.g. a “medium” density property would jump to the “high” density category).
- 3) All **Infill Housing Toolkit** forms (small and smaller house, cottage, duplex, triplex, shared court, garden court, and townhouse) would be allowed in all RM zones. Small and smaller houses, cottages and duplexes are the only forms currently allowed in RM duplex zones.
- 4) Certain (or all) RM zones would potentially include **minimum densities**.

Strikethroughs and underlines are not included with this application, as the changes are numerous and will take time to develop. Specific changes will be analyzed through a Type VI legislative process, which includes Planning Commission and City Council public hearings.

### BELLINGHAM MUNICIPAL CODE 20.20.030 ANNUAL DOCKETING CRITERIA

The City shall use the following criteria in selecting proposals for inclusion in the annual docket of Comprehensive Plan/neighborhood plan amendments. In order to be included on the annual docket, a proposal must meet the following criteria:



- A. The City has the resources, including staff and budget, necessary to adequately and comprehensively review the proposal within the timeframe of the annual review process; and

**Staff response:**

City resources, including staff time and budget, are available to adequately and comprehensively review the proposal within the timeframe of the annual review process. The project may be extended past the timeframe of the annual review process if not completed with the other projects on the 2019-2020 docket of Comprehensive Plan amendments.

- B. The proposal meets one or more of the following criteria:

1. The proposed amendment represents an issue appropriately addressed in the Comprehensive Plan or in a neighborhood plan;

**Staff response:**

The amendments address several issues in the Comprehensive Plan and neighborhood plans, including housing affordability and options, efficient land use and climate change. Additionally, one of the components of the proposal is to amend the BMC to assign the appropriate Comprehensive Plan density ranges of high, medium or low to each of the 94 RM zones. This step better aligns the Comprehensive Plan with the BMC and simplifies the BMC, which is also an issue addressed in the Comprehensive Plan.

2. The proposal demonstrates strong potential to serve the public interest by implementing specifically identified goals and policies of the Comprehensive Plan;

**Staff response:**

The amendments serve the public interest by implementing specific goals and policies of the Comprehensive Plan, including those related to housing affordability and options, efficient land use and climate change. City Council asked staff to “leave no stone unturned” in seeking solutions to the City’s housing crisis. Through a series of focused discussions, staff identified several approaches that could result in increased housing variety for people of all ages, abilities and incomes. Key to these discussions was Council’s direction to find ways to allow smaller, less expensive homes. Staff’s analysis of these options indicated that many areas zoned RM have been significantly underdeveloped with densities much less than what’s intended in the Comprehensive Plan. In some cases, these areas have been developed predominantly with lower density single-family homes. The proposal will allow properties in RM zones to develop within their designated Comprehensive Plan density ranges and includes other BMC changes (e.g. density bonuses, infill toolkit forms, and minimum densities) to facilitate intended densities in these zones.

Relevant Comprehensive Plan goals and policies include:

**Policy LU-2:** The Multi-Family Residential designation is intended for areas that are able to support higher concentrations of people, while encouraging a desirable living environment within and adjacent to these districts. This zoning also provides a compatible mixture of residential housing types, typical accessory uses, public and semi-public uses, office uses and limited neighborhood commercial uses in appropriate areas.

**Policy LU-5:** Foster neighborhoods with a balanced mix of housing prices that are compatible with the wages and incomes in the community.

**Policy LU-10:** To achieve a healthy mix of housing that is affordable to a wide range of incomes, implement and seek new, innovative tools, including, but not limited to:

- Density bonuses;
- Inclusionary zoning;
- Cluster subdivisions that preserve open space, retain natural features and provide other public benefits;
- The Infill Housing Toolkit, which includes small lot homes, townhomes and other housing forms;
- Accessory dwelling units;
- Adaptive reuse of existing buildings;
- Purchase and transfer of development rights (TDR) programs; and
- Public-private partnerships for shared parking facilities, wetland mitigation, and regional stormwater management.

**GOAL H-1:** Ensure that Bellingham has a sufficient quantity and variety of housing types and densities to accommodate projected growth and promote other community goals.

**Policy H-1:** Support high-density and mixed commercial/residential development in the City's urban villages, high capacity transit corridors connecting the villages and other appropriate areas that allow people to work, shop and recreate near where they live.

**Policy H-3:** Encourage well-designed infill development on vacant or underutilized properties.

**Policy H-4:** Continue to support implementation of the Infill Housing Toolkit, which permits innovative housing forms such as small and smaller lot single-family homes, cottages, duplexes, triplexes, common courtyards and townhomes.

**Policy H-5:** Consider minimum density requirements for residential zones and commercial zones where residential development is allowed.

**Policy H-7:** Consider increasing densities in certain multi-family zones with underused development capacity.



**GOAL H-2:** Foster housing that is safe, healthy, livable, and affordable for all income levels in all neighborhoods.

**Policy H-13:** Consider the impacts on Citywide housing capacity, affordability and diversity when making land use policy decisions and code amendments.

**Policy H-18:** Continue evaluating the recommendations of the City's Community Solutions Workgroup on Affordable Housing, including:

- Detached ADUs, small lot and cottage housing in single-family zones;
- Impact fee reductions for ADUs;
- Reduced parking requirements; and
- Other code changes and incentives that allow and encourage well-designed infill development.

**Policy H-19:** Continue providing incentives to support housing affordability (e.g. density bonuses, expedited permitting, multi-family tax exemption program and fee reductions) and consider including workforce housing as part of certain incentives programs.

3. The public interest would be best served by considering the proposal in the next amendment cycle, rather than delaying consideration to a future plan update process;

**Staff response:**

The public interest would be best served by considering the proposal in the current amendment cycle (2019-2020 docket), rather than delaying consideration to a future plan update process, due to the urgency of the housing crisis and prior City Council direction to pursue the RM project. Delaying the project may result in losing opportunities to preserve RM zoned areas for intended densities, thereby resulting in lower densities and fewer units.

4. The amendment addresses changing circumstances, changing community values, or corrects or updates information in the Comprehensive Plan or a neighborhood plan; or

**Staff response:**

The amendments will address changing circumstances and community values and update information in the neighborhood plans. These changing circumstances and community values include housing affordability and options, efficient land use and climate change, and are reflected in the Comprehensive Plan.

Regarding modifications to the neighborhood plans, information that conflicts with the changes to the RM sections of the BMC will be amended. The changes will primarily consist of removing specific density numbers, since the BMC will include a ranged zoning system that aligns with the high, medium and low designations in the Comprehensive Plan.



5. State law requires, or a decision of a court or administrative agency has directed a change to the Comprehensive Plan or a neighborhood plan.

**Staff response:**

These amendments are not directed by state law or a decision of a court or administrative agency; however, recent Washington state legislation, including HB 1923, indicates a strong support for local communities to build additional urban residential capacity in order to help address the housing affordability crisis throughout the state. With this legislation, lawmakers sought to encourage cities to prioritize the creation of affordable, inclusive neighborhoods, especially in areas with frequent transit service and infrastructure that supports added residential capacity.

## **ATTACHMENT 5**

# **Residential Multi (RM) Project: 2019-2020 Docket Request**

City Council Public Hearing  
August 24, 2020



# Residential Multi Project Background

- City Council asked staff to “leave no stone unturned” in seeking solutions to the City’s housing crisis
- Staff presented several options, including reviewing (Residential Multi) RM zones, as many of these areas are underdeveloped
- The project has the potential to advance many Comp Plan goals and policies, including housing options, climate change and compact growth





# Residential Multi Project Background

- 39 -

**City Council directed staff to pursue these changes to RM zones:**

- 1) Simplified ranged zoning system
- 2) Density bonus system
- 3) Infill housing toolkit
- 4) Minimum densities

# Residential Multi Project 2019-2020 Docket Request

- This project requires changes to the Bellingham Municipal Code and minor amendments to up to 20 neighborhood plans for consistency with these changes
- Neighborhood plans are part of the Comprehensive Plan
- Changes to the Comp Plan must be included on the annual list of Comprehensive Plan amendments (“the docket”)



Photo by Tore Oftness

# Residential Multi Project 2019-2020 Docket Request

- The 2019-2020 docket was set by City Council last fall
- BMC 21.10.150.B.1.c authorizes the City Council to add proposals to the list at any time, provided the proposal meets the docketing criteria in BMC 20.20.030
- The proposal meets the criteria

# Residential Multi Project Docket Criteria

- A. The City has the resources necessary to review the proposal within the timeframe of the annual review process and**
- B. The proposal meets one or more of the following criteria:**
  - 1) It represents an issue appropriately addressed in the comprehensive plan/ neighborhood plan;
  - 2) It demonstrates strong potential to serve the public interest by implementing the comprehensive plan;
  - 3) The public interest would be best served by considering it in in this amendment cycle, rather than delaying consideration to a future update process;
  - 4) It addresses changing circumstances, changing community values, or corrects or updates information in the comprehensive plan/neighborhood plan; or
  - 5) State law requires, or a decision of a court or administrative agency, has directed a change to the comprehensive plan/neighborhood plan.



## Recommendation:

Add the RM project to the  
2019-2020 list of  
Comprehensive Plan  
amendments



# Engage Bellingham

Visit Engage Bellingham  
to provide more input

[engagebellingham.org](https://engagebellingham.org)

# Questions?

Lisa Pool, AICP, Senior Planner

[lapool@cob.org](mailto:lapool@cob.org)

[www.cob.org/RMproject](http://www.cob.org/RMproject)





---

**Bellingham City Council**

**Public Comment for a Public Hearing Considering a  
Draft Resolution to Add the Residential Multi (RM)  
project to the list of 2019-2020 Comprehensive Plan  
Amendments received by the City Council July 22, 2020  
through August 24, 2020**

To the Bellingham City Council,

We, the King Mountain Neighborhood Association (KMNA) board have heard numerous concerns regarding the changes to the Residential Multi-Family (RM) Zoning plan in our neighborhood. We want to let you know that we, the KMNA board, intend to be involved and work with you in the ongoing discussion of RM Zoning.

We are interested to follow how you incentivize developers to build housing that is affordable, uses land efficiently, and encourages a livable community.

Going forward, please include KMNA board in all correspondence around RM Zoning. We also request the contact information for the City's contact person on the issue of the RM Zoning review.

Also, on behalf of the King Mountain Neighborhood residents, we would like to thank you for your recent purchase of Larry and Toni Clark's Bakerview Road property. This forward thinking purchase for parkland will help with the long-range goal of making the King Mountain Neighborhood livable.

Sincerely,

Callum McSherry  
KMNA Board President

RE: Residential Multi Family Zoning

August 17, 2020

Honorable Council,

I'm writing regarding the recent issue of RM zoning and the moratorium on ADUs and DADU's in this zone. I am a member of the King Mountain Neighborhood Association, but am addressing you as a land owner of 3738 James st. This property is currently zoned single family, however, we are struggling to ascertain your intentions re: zoning moving forward. Our property is 6.1 acres, 4 in conservation, which has some potential to be used as public access in the future, and 2 buildable acres.

We share your vision of increasing density to avoid sprawl in the surrounding non-incorporated areas of Whatcom county. But we have been stymied in our attempts to move forward due to conditions placed on our desired development of a cohousing community.

Cohousing vision is to offer increased density over single family, smaller dwellings ranging in size from 350-1,200sf, possible duplexes or even possibly quadraplex with courtyards. This plan also provides a common house, community kitchen, shop, exercise, music and other shared amenities, guest rooms, laundry offering more efficiency, neighborhood connectivity, car sharing, and decreasing our carbon footprint: all with the intent of improved livability and affordability.

I look forward to joining you on you Zoom meeting August 24<sup>th</sup>. I would appreciate being kept in the loop regarding any updates and future plans.

Thank you again for making a huge commitment for the common good by purchasing the parkland acreage in our neighborhood. Trails, pocket parks, and small public spaces improve the quality of life in our community.

Respectfully submitted,

Joani Pfeiffer

[jpfeifferd@gmail.com](mailto:jpfeifferd@gmail.com)

509-322-4125



Dear Bellingham City Council,

We are writing you today to express the support from the Whatcom Housing Alliance for the Residential Multi Zoning project.

Whatcom Housing Alliance is a broad alliance of 36 organizations including; public health proponents, economic development agencies, for-profit and non-profit housing developers, smart growth enthusiasts, private business owners and others all united to build an affordable, healthy, equitable, thriving, and inclusive community. We believe more housing choices will help us be a more sustainable region by improving our environment, the social fabric and health of our people, and creating a stronger economy.

Last year, the City Council asked Staff to “leave no stone unturned” in seeking solutions to the City’s housing crisis. It was identified that many areas zoned Residential Multi (RM) have been significantly underdeveloped with densities much less than what is intended in the Comprehensive Plan. Changes to the land use code to facilitate the uses envisioned for RM zones have the potential to not only result in more homes of all shapes and sizes, but to also advance many goals and policies of the Comprehensive Plan, including those related to small-scale, context sensitive housing, climate change and land use. Whatcom Housing Alliance members are so interested in the potential of this Residential Multi review that a specific Task Force was created to study, evaluate, advise and help move it along the legislative process at the City of Bellingham.

We are currently in a housing crisis and it is imperative that we take every reasonable action to help address it. By building up to the designated density in RM zones already set in the Comprehensive Plan, there is a potential to create up to 2000 new homes on vacant properties alone. This will provide many homes our community desperately needs, potentially increase permanently affordable homes, and promote development in walkable neighborhoods close to schools and services. Please take action to ensure all four areas of the RM Project are fully explored: (1) Create a simplified zoning system; (2) Allow density bonuses in areas in close proximity to transit, parks, schools and services; (3) Allow all forms of the Infill Toolkit in RM zones; (4) Mandate density minimums in RM zones.

Sincerely,

The Whatcom Housing Alliance

CC: Seth Fleetwood, Mayor and Rick Sepler, Planning & Community Development Director



# City Council Agenda Bill

22716

Bill Number

Subject: **Mayor's Appointment of William Szabo to the Bellingham Housing Authority Board (Information)**

Summary Statement: The Bellingham Housing Authority Board is established by RCW 35.82.

The Mayor appoints William Szabo to his first term, which will expire on July 14, 2025.

The mission of the Bellingham-Whatcom County Housing Authorities Board is to provide quality, affordable housing for low- and moderate-income families, elderly households and person with disabilities through innovative resource development and responsible stewardship of our housing and fiscal resources.

Previous Council Action: **N/A**

Fiscal Impact: **None**

Funding Source: **None**

Attachments: 1. SZABO APPLICATION

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Mayor's Report - Appointment - For Information	8/24/2020	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	7/14/2020
<i>Peter M. Ruffatto</i>	Legal	7/14/2020
<i>Seth M. Fleetwood</i>	Executive	7/14/2020





Office of the Mayor  
City Hall, 210 Lottie Street  
Bellingham, WA 98225  
Phone (360) 778-8100 Fax (360) 778-8101

RECEIVED

FEB 25 2020

APPLICATION FOR APPOINTMENT TO  
CITY OF BELLINGHAM BOARDS AND COMMISSIONS  
(Please Type or Print Clearly)

EXECUTIVE  
DEPARTMENT

Candidates must presently live within Bellingham City limits and have done so for at least one year, unless otherwise specified. Elected City officials, city officers and employees, and residents having conflicts of interest are ineligible for appointments to City advisory boards. Complete, sign and return this application to the Mayor's Office, City Hall, 210 Lottie Street, Bellingham, WA 98225.

Note: As a candidate to a public board or commission, this information may be made available to the public.

I am interested in serving on the: RESIDENT COMMISSIONER (BOARD)  
(Board / Commission)

Name: William Szabo

Mailing Address: \_\_\_\_\_ Zip Code: 98225

Street Address (if different): SAME

Phone Numbers: Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Email Address: \_\_\_\_\_

Are you a resident of the City of Bellingham (live within the city limits)? YES ☒ NO ☐

How long have you lived in Bellingham? WHATCOM CO (1980) Bellingham (1990)

Neighborhood in which you reside DOWNTOWN

Current Occupation: Retired

OR - If retired, former occupation: NURSE AND LICENSED Mental Health Counselor

Education: MASTERS Degree AND LCN, both Active

Professional / Community Activities: Volunteer at Red Cross as Nursing LEAD AND Disaster Mental Health Counselor. Been on 5 deployments

Qualifications Related to Position: WALTON PLACE One Resident AND generally FAMILIAR with government housing programs AND law.

Describe why you are interested in serving on this Board or Commission: I believe the living environment can be improved by promoting a sense of community.

\*Please feel free to submit any additional documentation (resumé, explanation of experience specifically related to this board/commission).

Do you or your spouse have a financial interest in, or are you an employee or officer of any business or agency which does business with the City of Bellingham? YES ☐ NO ☒

If yes, please explain: \_\_\_\_\_

2/23/20  
Today's Date

William Szabo  
Signature of Applicant



# City Council Agenda Bill

22717

Bill Number

Subject: **Mayor's Appointment of Jessica Sankey to the Parks and Recreation Advisory Board (Information)**

Summary Statement: The Parks and Recreation Advisory Board is authorized by BMC 2.19.020. The Mayor appoints Jessica Sankey to the Parks and Recreation Board with an ongoing term as the Bellingham School District's Representative.

The Bellingham Parks and Recreation Advisory Board shall advise the City Council, Mayor, Director of Parks & Recreation, as well as other City departments concerning the formulations of policy and implementation, plans and programs calculated to carry out the duties of the Parks & Recreation in maintaining City parks and providing a program for the general welfare of the people of the City.

Previous Council Action: **N/A**

Fiscal Impact: **None**

Funding Source: **None**

Attachments: 1. SANKEY APPLICATION

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Mayor's Report - Appointment - For Information	8/24/2020	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	8/11/2020
<i>Peter M. Ruffatto</i>	Legal	8/11/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020





Office of the Mayor  
City Hall, 210 Lottie Street  
Bellingham, WA 98225  
Phone (360) 778-8100 Fax (360) 778-8101

**APPLICATION FOR APPOINTMENT TO  
CITY OF BELLINGHAM BOARDS AND COMMISSIONS**  
(Please Type or Print Clearly)

Candidates must presently live within Bellingham City limits and have done so for at least one year, unless otherwise specified. Elected City officials, city officers and employees, and residents having conflicts of interest are ineligible for appointments to City advisory boards. Complete, sign and return this application to the Mayor's Office, City Hall, 210 Lottie Street, Bellingham, WA 98225.

Note: As a candidate to a public board or commission, this information may be made available to the public.

I am interested in serving on the: Parks and Recreation Advisory Board  
(Board / Commission)

Name: Jessica Sankey

Mailing Address: \_\_\_\_\_ Zip Code: 98225

Street Address (if different): \_\_\_\_\_

Phone Numbers: Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Email Address: \_\_\_\_\_

Are you a resident of the City of Bellingham (live within the city limits)? YES ☒ NO ☐

How long have you lived in Bellingham? 16 years

Neighborhood in which you reside Columbia

Current Occupation: Executive Director of Operations, Bellingham Public Schools

OR - If retired, former occupation: \_\_\_\_\_

Education: Master in Public Health, Bachelor of Arts

Professional / Community Activities: Healthy Whatcom committmee member

rParent to busy kids who use park facilities frequently.

Qualifications Related to Position: I am an advocate for healthy physical activity and community spaces.  
I work with health services & physical education staff members to increase opportunities for all children.

Describe why you are interested in serving on this Board or Commission: I believe our schools and our city are key  
partners in creating a community where all members have access to healthy physical activity. I am  
committed to improving access to the outdoors & exerices for children who are further from opportunity.

\*Please feel free to submit any additional documentation (resumé, explanation of experience specifically related to this board/commission).

Do you or your spouse have a financial interest in, or are you an employee or officer of any business or agency which does business with the City of Bellingham? YES ☐ NO ☒

If yes, please explain: \_\_\_\_\_

7/29/2020

Today's Date

Jessica Sankey  
Signature of Applicant



# City Council Agenda Bill

22718

Bill Number

Subject: **Mayor's Appointment of Rose Lathrop to the Planning and Development Commission (Approval)**

Summary Statement: The Planning and Development Commission is authorized by BMC 2.42.020. The Mayor appoints Rose Lathrop to her first term, which will expire on August 24, 2024, at which time she 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 Approval	8/24/2020	Approve Appointment	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	8/11/2020
<i>Peter M. Ruffatto</i>	Legal	8/11/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020





Office of the Mayor  
City Hall, 210 Lottie Street  
Bellingham, WA 98225  
Phone (360) 778-8100 Fax (360) 778-8101

RECEIVED

MAY 12 2020

APPLICATION FOR APPOINTMENT TO  
CITY OF BELLINGHAM BOARDS AND COMMISSIONS  
(Please Type or Print Clearly)

EXECUTIVE  
DEPARTMENT

Candidates must presently live within Bellingham City limits and have done so for at least one year, unless otherwise specified. Elected City officials, city officers and employees, and residents having conflicts of interest are ineligible for appointments to City advisory boards. Complete, sign and return this application to the Mayor's Office, City Hall, 210 Lottie Street, Bellingham, WA 98225.

Note: As a candidate to a public board or commission, this information may be made available to the public.

I am interested in serving on the: Planning Commission  
(Board / Commission)

Name: Rose Lathrop

Mailing Address: \_\_\_\_\_ Zip Code: 98225

Street Address (if different): \_\_\_\_\_

Phone Numbers: Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Email Address: \_\_\_\_\_

Are you a resident of the City of Bellingham (live within the city limits)? YES ☒ NO ☐

How long have you lived in Bellingham? 22 years

Neighborhood in which you reside Happy Valley

Current Occupation: Program Director, Sustainable Connections

OR – If retired, former occupation: \_\_\_\_\_

Education: BA Environmental Policy and Planning, LEED AP, Certified Sustainable Building Advisor

Professional / Community Activities: see resume

Qualifications Related to Position: I have 16 years in community development in Bellingham working with a wide array of stakeholders through my work and volunteer roles. I have experience with the BMC, working with City staff and leadership to identify innovative solutions to urban planning issues.

Describe why you are interested in serving on this Board or Commission: The Planning Commission plays an important role advising the City Council and I want to use my experience and passion to help shape the future Bellingham. I will listen to our community needs and do the work necessary.

My work experience gives me a broad perspective when it comes to planning and community development and I want to support smart growth and sustainable development.

\*Please feel free to submit any additional documentation (resumé, explanation of experience specifically related to this board/commission).

Do you or your spouse have a financial interest in, or are you an employee or officer of any business or agency which does business with the City of Bellingham? YES ☒ NO ☐

If yes, please explain: Sustainable Connections has several contracts with the City for economic development, water conservation and housing affordability.

5/4/2020

Today's Date

Rose Lathrop  
Signature of Applicant



# Rose Lathrop, LEED AP, CSBA

Bellingham, WA 98225

## Green Building Advocate

### PROFILE

I am a proven leader and change-maker with a versed background in sustainability practices in both the public and private sector. I excel at stakeholder collaboration to achieve shared goals with meaningful impact. I believe now is the time for execrated market transformation in the built environment to combat climate change and believe my passion and skills will play a meaningful part.

### EMPLOYMENT

2012 – Present

**Program Director**

Sustainable Connections

Managed the Green Building and Smart Growth, Toward Zero Waste and Energy Efficiency and Renewables Programs, developing budgets, managing staff and executing work plans. Curated green building conferences, home tours, and community campaigns. Fundraised through grants, contracts and sponsorships for multiple programs and events. Accomplished significant change through advocacy, technical assistance and market development.

#### Key Achievements

- Co-founder of Shift Zero, the Net Zero Carbon Building Alliance and author of the NZC Policy Toolkit
- Authored the Construction Recycling manual, conducted dozens of zero waste audits with contractors and worked with waste haulers to remove barriers.
- Developed the Whatcom Housing Alliance, a collective impact group of 28 organizations
- Proponent of green policy for Bellingham's waterfront redevelopment resulting in district energy, non-potable water, and micro-hydro systems.
- Created KAPOW Placemaking resulting in dozens of project in underserved areas of Bellingham

2014 – 2016

**Executive Director**

NW WA American Institute of Architects

Worked with the chapter board to create effective educational events, networking opportunities and communication strategies. Lead the merger with Seattle AIA and collaborated with regional and national chapters. Managed membership, budget and work plans.

2005 – 2012

**Project Manager/Sustainability Consultant**

Aiki Homes, Inc

Project manager for the planning and design of low impact, green building developments. Prepared feasibility analyses and application packages for long plats, co-housing developments, and single-family residences. Interfaced with City and County jurisdictions for permit approvals and policy development. Organized design charrettes, neighborhood meetings, and public hearings to obtain project approvals.

### COMMUNITY INVOLVEMENT

Master Builder's Built Green Executive Committee 2019- present  
NW Ecobuilding Guild Board Member 2015-2017  
Cascadia Green Building Council NW WA Collaborative Chair 2012-2016  
Sustainable Connection Board Member August 2010-2012  
Built Green of Whatcom County Board President 2007-2010

### EDUCATION

B.A. Environmental Policy and Planning, Western Washington University Bellingham WA  
Certified Sustainable Building Advisor  
Leadership in Energy and Environmental Design Accredited Professional

### AWARDS and ACHIEVEMENTS

Living Future Conference Presenter 2019  
Home Efficiency Forum Conference Presenter 2018  
4 Under 40 Honoree, NW Energy Efficiency Coalition 2016



# City Council Agenda Bill

22702

Bill Number

Subject: **Bid Award for Northwest/Bakerview Intersection Improvements, BID #41B-2020**

Summary Statement: The Northwest/Bakerview Intersection Improvements project involves pedestrian and bicycle safety and efficiency improvements at the Northwest Avenue/West Bakerview Road intersection. The City received six bids which were publicly opened on August 6, 2020. Granite Construction Company was the responsible bidder who submitted the lowest responsive bid of \$374,656.00, including any applicable Washington State Sales or Use Tax. The engineer's estimate was \$455,172.56.

Previous Council Action: **Adopted 2019-2020 Budget**

Fiscal Impact: **\$374,656.00**

Funding Source: **Transportation Fund (161)**

Attachments:

1. STAFF REPORT
2. FINAL BID OPENING REPORT
3. MANDATORY BIDDER RESPONSIBILITY CHECKLIST
4. VICINITY MAP

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Vote Requested	8/24/2020	Award Bid	Eric Johnston, PW Director	5 minutes

**Recommended Motion:**

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

**Agenda Bill Contact:**  
Larry Scholten, P.E. 360-778-7923

Reviewed By	Department	Date
<i>Eric C. Johnston</i>	Public Works	8/17/2020

**Council Action:**

<i>Connie C. Allen</i>	Purchasing	8/17/2020
<i>Andrew D. Asbjornsen</i>	Finance	8/18/2020
<i>Matthew T. Stamps</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020





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:** 41B-2020 BID AWARD FOR NORTHWEST/BAKERVUE INTERSECTION IMPROVEMENTS PROJECT (PROJECT ES-0546)  
**DATE:** 24 August 2020

---

### **BACKGROUND:**

The City of Bellingham Public Works Engineering division designs and constructs projects annually to implement non-motorized improvements throughout the City. The Northwest/Bakervue Intersection Improvements were identified as Project #5 in the [2020-2025 Transportation Improvement Program \(TIP\)](#).

From 2009-2015, over 150 vehicle collisions were recorded at the Northwest/Bakervue intersection and nearby driveways to businesses. An extensive alternative analysis and feasibility study was conducted in 2016-2017 and both short-term and long-term safety countermeasures were identified for the intersections. This project will reconstruct all pedestrian facilities at Northwest/Bakervue to be ADA-compliant and install new high visibility crosswalks and bike lane markings to increase driver awareness of pedestrians and bicyclists trying to cross the intersection.

### **EVALUATION:**

The City advertised the project on July 14, 2020 and publicly opened bids on August 6, 2020. The City received six bids. Granite Construction Company was the responsible bidder who submitted the lowest responsive bid of \$374,656.00, including any applicable Washington State Sales or Use Tax. The engineer's estimate was \$455,172.56.

### **RECOMMENDATION ACTION:**

Move to award bid to Granite Construction Company.



**CITY OF BELLINGHAM**  
**FINAL BID OPENING REPORT**  
**PROJECT MANAGER-Larry Scholten**

**Eng est. \$455,172.56**  
**BUYERS- AARON MCELROY,**  
**NATE KINCAID**

<b>BID NUMBER</b>		<b>DATE OPENED</b>	
<b>NORTHWEST/BAKERVUE INTERSECTION IMPROVEMENTS ES-0546</b>	<b>41B-2020</b>	<b>8/6/2020</b>	
<b>CONTRACTOR NAME</b>		<b>CITY/STATE</b>	
<b>GRANITE</b>	<b>EVERSON, WA</b>	<b>TOTAL BID AMOUNT</b>	<b>\$374,656.00</b>
<b>SAIL ELECTRIC</b>	<b>BELLINGHAM, WA</b>	<b>TOTAL BID AMOUNT</b>	<b>\$387,780.15</b>
<b>OCEANSIDE</b>	<b>BELLINGHAM, WA</b>	<b>TOTAL BID AMOUNT</b>	<b>\$390,899.09</b>
<b>HENIFIN</b>	<b>BELLINGHAM, WA</b>	<b>TOTAL BID AMOUNT</b>	<b>\$448,123.60</b>
<b>LARRY BROWN</b>	<b>BELLINGHAM, WA</b>	<b>TOTAL BID AMOUNT</b>	<b>\$459,935.20</b>
<b>DAWSON</b>	<b>BELLINGHAM, WA</b>	<b>TOTAL BID AMOUNT</b>	<b>\$525,252.18</b>

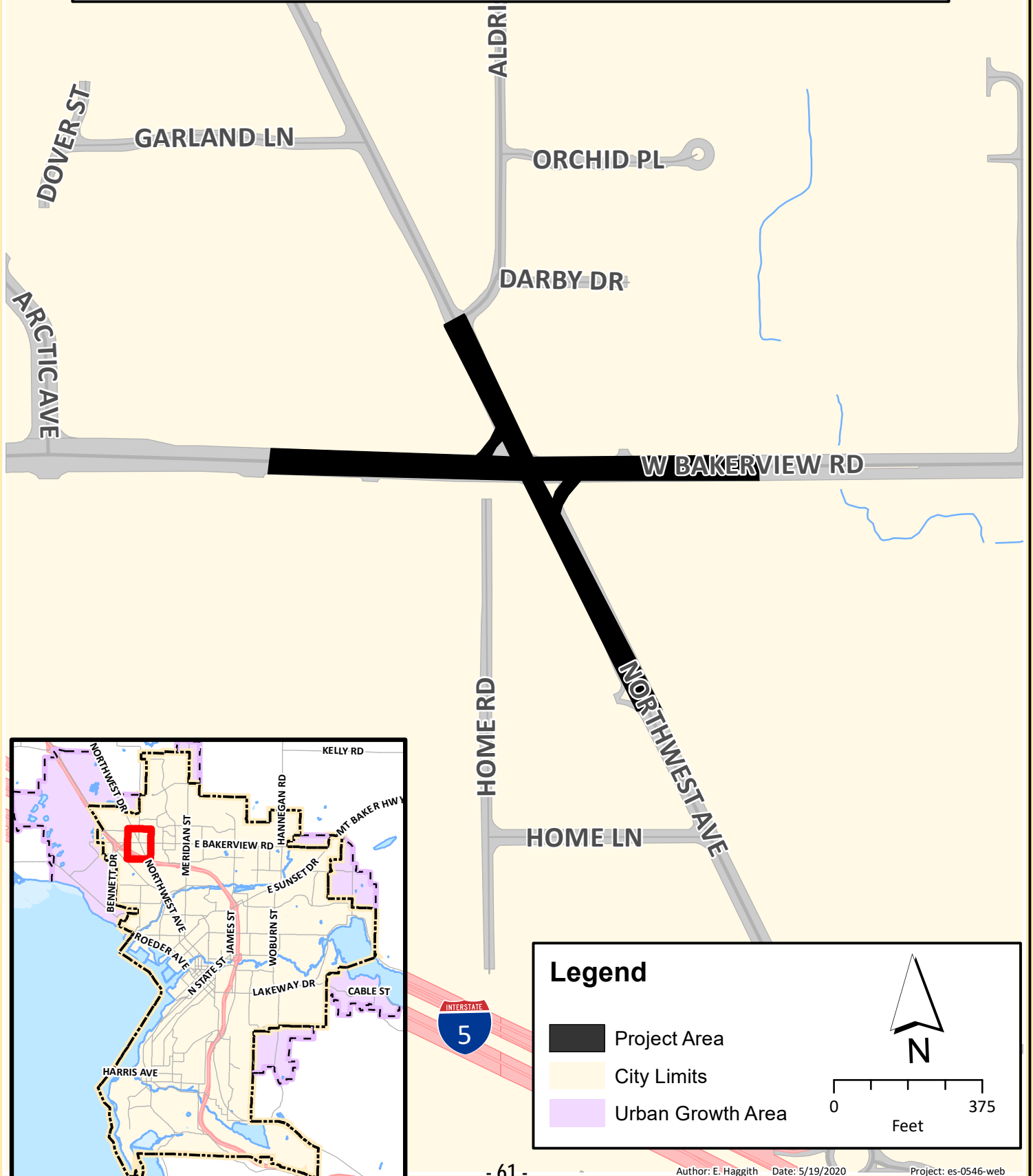
# MANDATORY BIDDER RESPONSIBILITY CHECKLIST

Bid Number: 41B-2020	Bid Submittal Deadline: <del>7-30-20</del> 8/6/20
Project Name: NW Bakerview Intersection Imp	Project Number: ES-0546
Bidder's Business Name: Granite Construction Company	City Business Registration Number: See Attached Active? 037418 Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>CONTRACTOR REGISTRATION</b> <a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
License Number: GRANICC916DL	License Active? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Effective Date: 3-13-2009	Expiration Date: 10-8-20
<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: 409 023 062	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: 572,672-04	Account Current? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>EMPLOYMENT SECURITY DEPARTMENT</b>	
Employment Security Department Number: 232166009	
Has Bidder provided account number on the Bid Form?	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>	
<p>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.</p> <p>2. The undersigned further certifies that bidder (check one):</p> <p><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</p> <p><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.</p> <p>3. The undersigned further certifies that all other information provided by or on behalf of bidder on this form is true and correct.</p>	
Signature of Authorized Official  Boudrey Smith NW Washington Area Manager	Date 7-30-2020 Everett, WA
Print Name & Title	Place of Execution (City & State)
<b>CITY VERIFICATION</b>	
City Purchasing Manager or Designee  Lorrie Ann, C.P.M., CPPD, CPCU	Date 8/12/20
Has bidder satisfied applicable supplemental responsibility criteria?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Documentation on file

# City of Bellingham

## ES-0546

### Northwest/Bakerview Intersection Improvements





# City Council Agenda Bill

22713

Bill Number

Subject: **Bid Award for Harrison Street Slope Stabilization, EW-0237, Bid #49B-2020**

Summary Statement: The project includes pond excavation and modification, slope excavation and embankment, bentonite soil treatment within the pond detention footprint, access road construction, modular block wall installation, water main installation, underdrain pipe installation, erosion control blanket installation, re-use of native topsoil, seeding, planting and planting maintenance, and other work in accordance with the plans and specifications. City received five bids which were publicly opened on August 6, 2020. Oceanside Construction was the responsible bidder which submitted the lowest responsive bid of \$337,067.83 including any applicable Washington State Sales or Use Tax. The engineer's estimate was \$379,661.93.

Previous Council Action: **Approval of the 2019-2020 City Budget**

Fiscal Impact: **\$337,067.83**

Funding Source: **Water Fund (410)**

Attachments:

1. STAFF REPORT
2. FINAL BID OPENING REPORT
3. MANDATORY BIDDER RESPONSIBILITY CHECKLIST
4. VICINITY MAP

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Vote Requested	8/24/2020	Award Bid	Eric Johnston, PW Director	5 minutes

**Recommended Motion:**

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

**Agenda Bill Contact:**  
Aric Smathers, (360)-778-7942

**Council Action:**

Reviewed By	Department	Date
<i>Eric C. Johnston</i>	Public Works	8/17/2020
<i>Connie C. Allen</i>	Purchasing	8/17/2020
<i>Andrew D. Asbjornsen</i>	Finance	8/18/2020
<i>Matthew T. Stamps</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020



**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 FOR HARRISON STREET SLOPE STABILIZATION, EW-0237, BID # 49B-2020  
**DATE:** 24 August 2020

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### **BACKGROUND:**

The City of Bellingham Public Works Engineering division designs and constructs projects annually to replace and improve our water distribution system infrastructure for the health and safety of the public. These projects typically include open trench repair and replacement of mainlines that may have deteriorated due to age along with upgrades to service connections, valves, and fire hydrants. The projects are coordinated with other utility replacement and street overlay projects in order to minimize construction impacts to the public.

The water main associated with project EW-0237 was installed in 1992 in undeveloped Harrison Street right-of-way. The existing ground has a steep cross slope within the right-of-way and is supported by a retaining wall at the toe of slope. A stormwater pond was constructed at the top of the slope. Water infiltrating into the ground has caused the slope to sluff, resulting in the joints of the existing water main to separate. This project will provide a new retaining wall to flatten out the slope, reconstruct the stormwater pond to better prevent water from leaving the pond through the side slopes, and install restrained joints along the water main. These measures will help to prevent a future water main break that could be caused by joints separating due to a collapse of the slope.

### **EVALUATION:**

The City advertised the project on July 22, 2020 and publicly opened bids on August 6, 2020. The City received five bids. Oceanside Construction was the responsible bidder who submitted the lowest responsive bid of \$337,067.83 including any applicable Washington State Sales or Use Tax. The engineer's estimate was \$379,661.93.

### **RECOMMENDATION ACTION:**

Move to award bid to Oceanside Construction.



**CITY OF BELLINGHAM**  
**FINAL BID OPENING REPORT**

Eng est. \$379,661.93

**Eric Smathers-PROJECT MANAGER**

**NATE KINCAID,  
AARON MCELROY- BUYERS**

**BID NAME                      BID NUMBER              DATE OPENED**

HARRISON STREET SLOPE  
STABILIZATION EW-0237  
Improvements

**49B-2020**

**8/6/2020**

**Company Name**

**CITY/STATE**

**TOTAL BID AMOUNT  
INCLUDING TAX**

**Oceanside Construction**

**Bellingham, WA**

**Total W/ 8.7% TAX**

**\$337,067.83**

**Razz Construction**

**Bellingham, WA**

**Total W/ 8.7% TAX**

**\$383,096.85**

**Plats Plus**

**Marysville, WA**

**Total W/ 8.7% TAX**

**\$391,191.19**

**Granite Construction**

**Everson, WA**

**Total W/ 8.7% TAX**

**\$407,869.58**

**Dawson Constuction**

**Bellingham, WA**

**Total W/ 8.7% TAX**

**\$648,659.27**



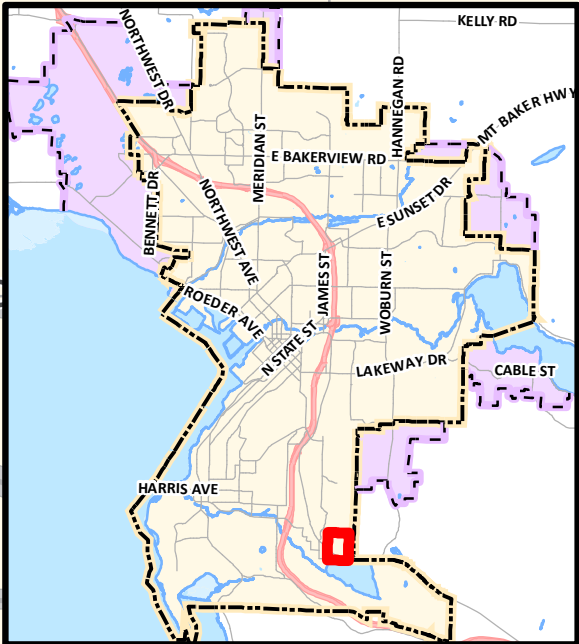
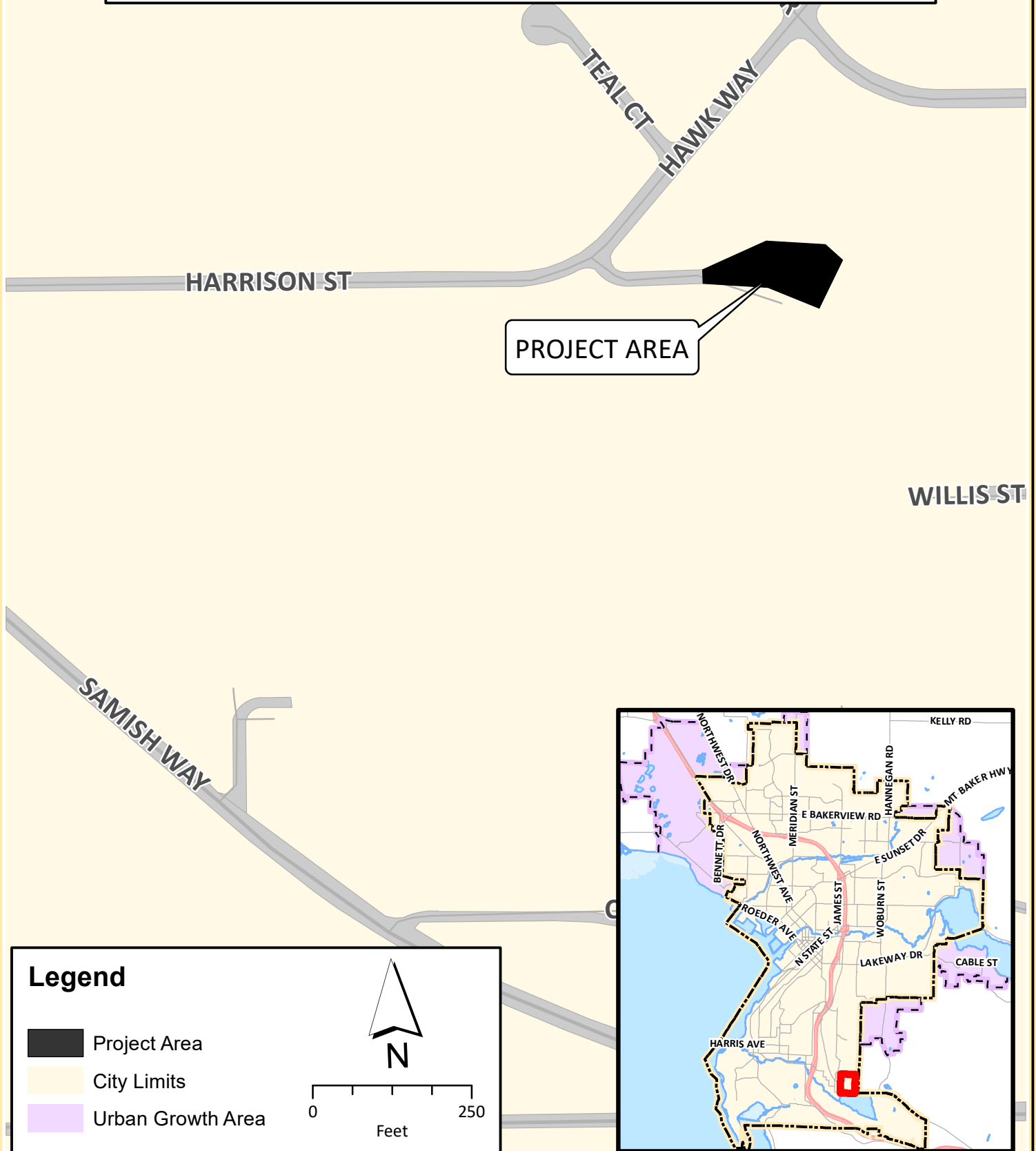
# MANDATORY BIDDER RESPONSIBILITY CHECKLIST

Bid Number: 49B-2020	Bid Submittal Deadline: Aug. 6, 2020
Project Name: Harrison Street Slope Stabilization	Project Number: EW-0237
Bidder's Business Name: Oceanside Construction, Inc.	City Business Registration Number: Active? 034077 Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>CONTRACTOR REGISTRATION</b> <a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
License Number: OCEANC1955 JB	License Active? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Effective Date: 04/04/2005	Expiration Date: 06/26/2021
<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: 602-481-726	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: 850.638-02	Account Current? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>EMPLOYMENT SECURITY DEPARTMENT</b>	
Employment Security Department Number: 337828-00-0	
Has Bidder provided account number on the Bid Form?	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>	
<p>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.</p> <p>2. The undersigned further certifies that bidder (check one):</p> <p><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</p> <p><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.</p> <p>3. The undersigned further certifies that all other information provided by or on behalf of bidder on this form is true and correct.</p>	
Signature of Authorized Official	Date: Aug 6, 2020
Joseph Baldwin, President	Bellingham, WA
Print Name & Title	Place of Execution (City & State)
<b>CITY VERIFICATION</b>	
City Purchasing Manager or Designee: [Signature]	Date: 8/11/20
Has bidder satisfied applicable supplemental responsibility criteria? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Documentation on file	

# City of Bellingham

## EW-0237

### Harrison Street Slope Stabilization



### Legend

- Project Area
- City Limits
- Urban Growth Area

N

0      250  
Feet



# City Council Agenda Bill

22714

Bill Number

**Subject: Bid Award for Indefinite Delivery, Indefinite Quantity (IDIQ) On-Call Multiple Hearth Incinerator Repair, BID #13B-2020**

Summary Statement: The City is seeking to consolidate Post Point incinerator inspection, maintenance and repair services into a single unit priced contract. The City held a public bidding process which opened on March 5, 2020. The City received one responsive bid from Industrial Furnace Company of Rochester NY, who submitted the lowest responsive bid of \$36,431.50 which was based on an estimated number of hours and parts. This contract will have a three (3) year term and is for a not to exceed amount of \$500,000 using the hourly rates provided in the Industrial Furnace bid. Projects delivered through an on-call process will be included in regular approved budgets and the Sewer Fund.

Previous Council Action: **Approved 2019-2020 Budget**

Fiscal Impact: **\$500,000**

Funding Source: **Sewer Fund (420)**

Attachments: 1. STAFF MEMO  
2. 13B-2020 BID SUMMARY  
3. 13B-2020 MANDATORY BIDDER'S RESPONSIBILITY CHECKLIST

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Vote Requested	8/24/2020	Award Bid	Eric Johnston, PW Director	5 minutes

**Recommended Motion:**

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

**Agenda Bill Contact:**  
Robert Johnson, Superintendent Plants - 360-778-7735

**Council Action:**

Reviewed By	Department	Date
<i>Eric C. Johnston</i>	Public Works	8/17/2020
<i>Connie C. Allen</i>	Purchasing	8/17/2020
<i>Andrew D. Asbjornsen</i>	Finance	8/18/2020
<i>Matthew T. Stamps</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020



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## STAFF REPORT

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**TO:** CITY COUNCIL  
**FROM:** ERIC JOHNSTON, PUBLIC WORKS DIRECTOR  
**CC:** MAYOR SETH FLEETWOOD  
**SUBJECT:** INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) ON CALL MULTIPLE HEARTH INCINERATOR REPAIR SERVICES  
**DATE:** AUGUST 24, 2020

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**BACKGROUND:**

In 2019, the Washington State Legislature revised RCW 35.22.620 allowing any first-class city the ability to procure public works with a unit priced contract for the purpose of completing anticipated types of work based on hourly rates or unit pricing for one or more categories of work or trades. Unit price contracts are defined within the RCW as a competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of the city, under which the contractor agrees to a fixed period indefinite delivery, indefinite quantity (IDIQ) of work at a defined unit price for each category of work. Unit priced contracts can be executed for an initial contract term not to exceed three years with the city having the option of extending or renewing the unit priced contract for one additional year.

Previously, the City independently advertised for competitive bids and issued separate contracts for incinerator repairs. This request seeks to consolidate this work into a single, comprehensive agreement serving to provide centralized on-call repairs at fixed, competitive prices.

**EVALUATION:**

The City held a public bidding process which was opened on March 5, 2020. The City received one responsive bid from Industrial Furnace who submitted the lowest responsive bid of \$36,431.50 which was based on an estimated number of hours and parts. This contract will have a three (3) year term and is for a not to exceed amount of \$500,000 using the hourly rates provided in the Industrial Furnace bid. Bid award was delayed with consent from the Industrial Furnace due to the onset of COVID-19 pandemic. The City is now ready to allow the contractor access to perform the work in the Post Point plant. There is no guaranteed cost to approve in this contract. Projects delivered through an on-call process will be included in regular approved budgets and the sewer fund.

**RECOMMENDATION ACTION:**

A motion to award the agreement to Industrial Furnace as the lowest responsive bidder.



**CITY OF BELLINGHAM**  
**FINAL BID OPENING REPORT**

**MATT SERIER-PROJECT MANAGER**

**NATE KINCAID,**  
**AARON MCELROY- BUYERS**

**BID NAME**

**BID NUMBER**

**DATE OPENED**

**On-Call Multiple Hearth Incinerator  
Repair (Open)**

**13B-2020**

**3/5/2020**

**Company Name**

**CITY/STATE**

**TOTAL BID AMOUNT  
INCLUDING TAX**

**INDUSTRIAL FURNACE**

**ROCHESTER, NY**

**Total W/ 8.9% TAX**

**\$**

**36,431.48**



# MANDATORY BIDDER RESPONSIBILITY CHECKLIST

Bid Number: 13B-2020	Bid Submittal Deadline: 3/5/2020, 11AM
Project Name: On Call Multiple Hearth Incinerator Repair	Project Number:
Bidder's Business Name: Industrial Furnace Company, Inc.	City Business Registration Number: 033301 Active? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>CONTRACTOR REGISTRATION</b> <a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
License Number: INDUSFC940LZ	License Active? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Effective Date: 6/9/2006	Expiration Date: 2/9/2021
<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: 602578160	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: 114,398-00	Account Current? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>EMPLOYMENT SECURITY DEPARTMENT</b>	
Employment Security Department Number: Not required / See attached	
Has Bidder provided account number on the Bid Form?	Yes <input type="checkbox"/> No <input checked="" 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>	
<p>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.</p> <p>2. The undersigned further certifies that bidder (check one):</p> <p><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</p> <p><input 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.</p> <p>3. The undersigned further certifies that all other information provided by or on behalf of bidder on this form is true and correct.</p>	
Signature of Authorized Official: William T. Little Jr.	Date: 2/28/2020
Print Name & Title: William T Little Jr President	Place of Execution (City & State): ROCHESTER, NY
<b>CITY VERIFICATION</b>	
City Purchasing Manager or Designee: Admin Chow, C.P.M., CPPD, CPCU	Date: 1/29/20
Has bidder satisfied applicable supplemental responsibility criteria?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Documentation on file





# City Council Agenda Bill

22007

Bill Number

Subject: **Bellingham Municipal Broadband: Access, Equity and Affordability**

Summary Statement: Technology and internet access are a basic societal need. Some local communities have begun to create municipal broadband/fiber networks to overcome the digital divide and to address access, equity and affordability for residents. Bellingham's existing public fiber system, connecting City utilities, public safety operations and schools, may have capacity to support other uses. Funding for a business plan and study to consider options for municipal broadband is included in the 2019-2020 Budget. The attached draft resolution for discussion outlines a possible path forward on the study and the creation of a workgroup to advise the Council on policy questions.

Previous Council Action: Discussion on 3/27/17, Policy Briefing on 11/13/17, Discussion on 7/23/18 with motion to include funding in 2019-2020 Budget, 2019-2020 Biennial Budget, Discussion 11/18/2019

Fiscal Impact: The 2019-2020 Budget includes \$100,000 for the business plan study of options for municipal fiber ranging from dark fiber leasing to fiber to the home/premises (FTTH/P) and related topics.

Funding Source: **General Fund**

Attachments: 1. MUNICIPAL BROADBAND STAFF MEMO  
2. MUNICIPAL BROADBAND DARK FIBER MAP  
3. MUNICIPAL BROADBAND ADVISORY WORKGROUP RESOLUTION

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Vote Requested	8/24/2020	Pass Resolution	Eric Johnston, PW Director	30 minutes

**Recommended Motion:**

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

**Agenda Bill Contact:**  
Eric Johnston, PW Director 360-778-7710

Reviewed By	Department	Date
<i>Eric C. Johnston</i>	Public Works	8/18/2020

**Council Action:**

<i>Matthew T. Stamps</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020



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**MEMORANDUM**

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**TO:** BELLINGHAM CITY COUNCIL  
**FROM:** ERIC JOHNSTON, PUBLIC WORKS DIRECTOR  
**CC:** MAYOR SETH FLEETWOOD  
**SUBJECT:** MUNICIPAL BROADBAND  
**DATE:** AUGUST 24, 2020

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**BACKGROUND:**

The City of Bellingham, in partnership with the Bellingham School District, Whatcom County and WTA, owns and operates a community broadband, fiber optic network serving communication needs of public agencies. The network provides high speed communications for all Bellingham public schools, police and fire stations, emergency dispatch and first responder communications. The system also connects all City and County municipal buildings and is used to support security systems, telephones and computer network infrastructure. Using this system, the City of Bellingham provides free public WIFI at all City buildings and several City parks. Finally, the fiber system provides communication to City utility sites (e.g. treatment plants, pumping stations, reservoirs, traffic signals) allowing for monitoring and control of public infrastructure.

The existing system may have capacity to support other uses. Dark fiber, or unused strands, exists in the system as shown on the attached figure. The Council has discussed expanding use of the public fiber network beyond public agencies and providing fiber network infrastructure or service for residents. As described in the Council Policy Briefing, written by Mark Gardner, on November 13, 2017, there are a range of options to consider including:

- Dark Fiber leasing where a public entity creates fiber capacity and leases it in neutral fashion to private or public entities
- A municipal government contracting with a private network operator for service over a public fiber network, which is made available to ISPS on a neutral basis
- "Open Access" where a locality itself operates the network but opens it up to all providers on a uniform basis
- Full public system where a government extends fiber to each property, i.e. fiber to the home/premises (FTTH/P). In some cases, the municipality is also the Internet service and content provider

On November 13, 2017, Mr. Chris Mitchell with the Institute for Local Self Reliance (ILSR) provided recommendations to the Council on next steps in considering municipal broadband. Mr. Mitchell's listed next steps as follows:

1. Evaluate access/cost issues in Bellingham
2. Inventory completeness, quality, and capacity of existing public fiber
3. Identify possible public-public or public-private partnerships
4. Assess likely impact on economic development
5. Decide on delivery model
6. Identify private or public partners if appropriate
7. Taking the above into account: Develop a formal (or informal) analytical framework to evaluate the likely net benefits – financial, economic, and civic – of expansion of public fiber
8. Estimate the likely trajectory of costs and revenues
9. Develop a plan to mitigate risks of the business model chosen.

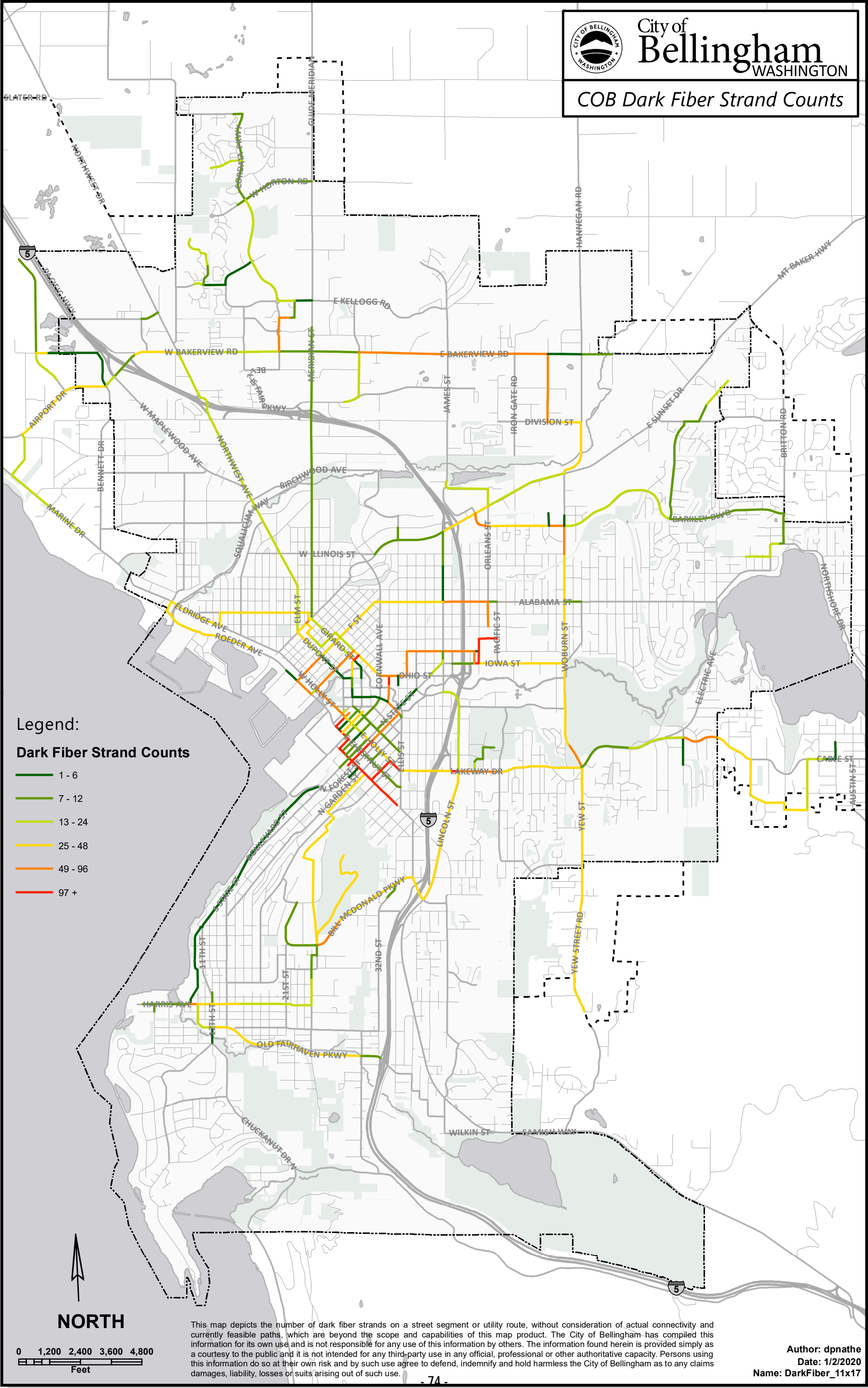
Key to success is the establishment of a clear policy.

**NEXT STEPS:**

The Council included funding in the 2019-2020 budget to study options to inform a policy discussion. The attached resolution proposes the creation of a broadband advisory workgroup (Workgroup) whose mission and purpose and mission is to:

1. Evaluate the possibility of municipally owned broadband infrastructure as one way to further the goals of greater availability, affordability, equitability, and quality of broadband access across the community
2. Address policy considerations, and the financial costs and benefits thereto
3. Assess existing conditions related to broadband access, equity and affordability as well as options and ways to use the City of Bellingham fiber optic network, as it exists today, or as may be expanded or improved, to improve access, equity and affordability to quality broadband.
4. Report findings and recommendations to the City so that the Council can hold public discussions on a broadband infrastructure policy

**STAFF RECOMMENDATION:** Staff recommends that the Council pass the resolution forming the Broadband Advisory Workgroup.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLINGHAM, WASHINGTON DIRECTING THE ADMINISTRATION TO CREATE AN AD HOC BROADBAND ADVISORY WORKGROUP TO ADVISE THE CITY ON POLICY CONSIDERATIONS REGARDING MUNICIPAL BROADBAND**

**WHEREAS**, Access to the internet with reliable connections, low latency, high bandwidth and high speed is increasingly important and today is considered a basic need and essential for businesses and households; and

**WHEREAS**, Broadband, or high-speed internet, is defined by the Federal Communication Commission as 25megabits per second (mbps) download and 3mpbs upload for private companies offering internet service. However, this standard is increasingly out-dated, and there are households and businesses seeking greater symmetrical speeds up to 1 gigabit per second (gbps) to meet growing demand for internet consumption and interconnected devices; and

**WHEREAS**, The State of Washington, under the direction of Governor Inslee, is funding and developing programs to expand access to high speed internet to rural areas of the state to support economic development, education, health care, public safety and basic services; and

**WHEREAS**, fast, affordable internet is seen as one way to assist existing local companies expand, or to attract new companies; and

**WHEREAS**, the City of Bellingham, in partnership with the Bellingham School District and the Port of Bellingham, owns and operates a public fiber optic network serving city owned utilities, Bellingham School District, Western Washington University, Port of Bellingham facilities, City and Whatcom County Public safety communications systems, Whatcom Transportation Authority; and

**WHEREAS**, the Bellingham public fiber infrastructure system may have capacity to serve additional users; and

**WHEREAS**, the Bellingham City Council allocated \$100,000 with the approved 2019-2020 budget to fund a consultant study to develop a business plan and consider options to use the City's fiber optic network for public purposes and further desires to consider fiber as critical infrastructure to meet society's needs both today and in the future; and

**WHEREAS**, the Bellingham City Council desires to form a workgroup utilizing the assistance and advice of local residents, local professionals and expert consultants; and

**WHEREAS**, the purpose and mission of said workgroup is to evaluate the possibility of municipally owned broadband infrastructure as one way to further the goals of greater availability, affordability, equitability, and quality of broadband access across the community;

to address policy considerations, and the financial costs and benefits thereto; to assess existing conditions related to broadband access, equity and affordability as well as options and ways to use the City of Bellingham fiber optic network as it exists today, or as may be expanded or improved, to improve access, equity and affordability to quality broadband and to the report findings and recommendations to the City so that the Council can hold public discussions on a broadband infrastructure policy.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLINGHAM THAT:**

**SECTION 1. Advisory Workgroup**

The Bellingham City Council, directs the Mayor to appoint a volunteer ad hoc Broadband Advisory Workgroup, (“the Workgroup” or “BAW”) consisting of not less than 5 and not more than 9 community members and industry professionals comprised of the following:

- a. General: At least 3 local residents with general backgrounds or experience with education, small business, manufacturing, organized labor, contractor associations, non-profit entities, and other interests representing diverse public interests.
- b. Fiber Network Industry: At least 1 but not more than 3 individuals with professional technology experience and training in fiber optic networks, internet provider industry, fiber optic installation, telecommunication utility providers, information technology or similar fields. Individuals currently employed by telecommunications service providers, fiber optic installers or similar are encouraged to apply, provided that there is no direct benefit to a current employer or business interest.
- c. Financial: At least 1 but not more than 3 individuals with professional experience and training in business, finance, economics, municipal operations or similar field. Individuals in this area shall not represent the views of their employer.
- d. In the event of a resignation or vacancy, the position will be filled by Mayoral appointment. Unexcused absences of more than 2 consecutive meetings shall be considered a resignation from workgroup. Substitutes or alternates shall not be allowed for any member.

The Mayor and Council shall consider perceived or real conflicts of interest in appointing and confirming members to the Workgroup.

The Mayor and administration shall support the Workgroup by appointing members, assigning staff, coordinating and implementing communications strategies, providing contract procurement and administration. The Council’s role is to confirm or reject appointments and receive and consider the advice and recommendations of the Workgroup.



The administration shall advertise, through usual and customary means, for applications from interested individuals, residents, community members, and industry professionals. The Mayor shall give preference to residents of the City in considering appointments. The Mayor is authorized to make appointments to persons not residing within City limits if the training, knowledge and experience, or number of applicants, from interested City residents is not sufficient to meet the mission of this Workgroup. Consideration of a diverse and inclusive group reflecting the demographics of the City shall be made in forming the Workgroup. The Workgroup shall be appointed by the Mayor and confirmed by the City Council. Individuals may be removed by the Mayor.

In addition, staff from the City Council office, Public Works Department and Information Technology Departments shall serve on and support the Workgroup as non-voting ex-officio members. Staff from the Bellingham School District and Port of Bellingham as well as other individuals or organizations identified by the Mayor may also serve as non-voting ex-officio members. Council confirmation is not required for non-voting ex-officio members. Elected officials and persons employed by the City of Bellingham shall not be appointed to the Workgroup but may serve as non-voting ex-officio members at the discretion of the Mayor.

The Workgroup shall not in any way have influence or control over any contract, procurement, award, or contract administration.

## **SECTION 2. Facilitator -**

Council directs the Administration to contract with an outside entity or individual to serve as a neutral Facilitator to support the Broadband Advisory Workgroup, to chair and organize meetings, prepare agendas, guide the work of the Workgroup, prepare reports, prepare meeting minutes and otherwise generally support and guide the Workgroup. The Public Works Department shall be responsible for procurement and contract management as necessary. Facilitator shall work and liaise with communications staff in the Public Works Department and the Mayor's office in disseminating information on the progress of the workgroup and general outreach and general communications on the work of the Workgroup. Funding for the facilitator shall be from the existing budget authorization.

## **SECTION 3. Workgroup Scope of Work -**

The Broadband Advisory Workgroup shall take the following actions and present a final report and recommendations to the City Council:

- a. Assist with development of a Request for Proposals to select a qualified consultant to prepare a report assessing current conditions and future options for municipal broadband
- b. Assist with development of a Scope of Work for a consultant (the Consultant) to address the following items, provided there is sufficient funds in the authorized budget:
  - i. Survey of existing quality, accessibility, equity, and affordability of broadband service options for residents and business within the City of Bellingham and its Urban Growth Area Boundary

- ii. Inventory and evaluate existing broadband infrastructure within the City of Bellingham and its Urban Growth Area Boundary
  - iii. Provide analysis and recommendations, including economic impact analysis and business case, on a range of common options for municipal broadband and fiber networks offered by other Cities including fully public, public private partnership, dark fiber leasing, open access and other options as may be known to the consultant or workgroup members. Recommendations should include any additional infrastructure and other operational and security needs and/or requirements for the range of service model(s).
  - iv. Provide an analysis and recommendation on the development of a Fiber to the Home (FTTH) and/or Fiber to the Premises (FTTP) network. The work shall include consideration of the City as provider and the creation of an open access or leased system or other options as may be identified by the Consultant. Recommendations should include any additional infrastructure and other operational needs for the range of service model(s). Estimate capital and operating cost (including staffing and equipment requirements), connection costs and equipment installation costs for a City of Bellingham FTTH and/or FTTP at 100 mbps and at 1.0 gbps symmetrical speeds.
  - v. Assess financial models for operations and capital improvements for options considered including but not limited to pay as you go, property tax levy, local improvement district, general fund, enterprise utility creation, user fees or other means as may be known to the Consultant or Workgroup members
  - vi. Provide recommendations to increase quality, access, equity, and affordability of broadband and higher speed internet services.
  - vii. Consult and coordinate with the Workgroup on a regular but not less than monthly basis.
- c. Advise in the Selection of a qualified Consultant (note that final selection and contract award shall be made the Mayor or his designee and not by the Workgroup). The Mayor or his designee shall be the administrator of the contract between the consultant and the City. The Workgroup shall not have any control or influence on contract administration.
- d. Participate in discussions with City staff and its contractor as the scope of work is completed. A report shall be drafted and written by the contracted Consultant. Upon completion of the final report by the contracted Consultant, the Workgroup shall submit the final report to the Council Workgroup of the Whole with recommendations of the Workgroup for further action by the Council. The presentation shall be made by the Consultant and Facilitator with written or oral commentary and discussion by such members of the Workgroup as may be decided on by the Workgroup.

- e. The Workgroup and Consultant shall focus on broadband and fiber optic networks and the use of the city's fiber optic network to potentially expand quality, access, equity, and affordability and shall not investigate other forms of telecommunication services providing broadband including cellular, cable, digital subscriber line, or satellite services, except insofar as they directly relate to fiber optic networks. Work shall also exclude consideration of programs to directly subsidize consumer costs for existing internet services offered by private providers and exclude changes to existing telecommunications franchises. A review of the climate impacts of options shall be also excluded from the work of this workgroup. Review of climate impacts of a recommended policy should be considered by the Council with a separate process prior to the adoption of any policy recommendation of the Workgroup.
- f. The total cost of the contracted consultant work and facilitator services shall not exceed \$100,000 as budgeted. The scope of work in Section 3b shall be prioritized by the Workgroup to fit within the approved budget. Work not able to be completed within the approved budget shall held for future phases as funding becomes available.

#### **SECTION 4. Schedule**

The Workgroup shall proceed quickly and efficiently. The Workgroup shall use the following general schedule in developing the work plan:

- a. October 2020 – Workgroup membership confirmation by City Council
- b. November 2020 – First Workgroup meeting and agreement on rules, roles and responsibility, selection of members to coordinate with Facilitator, procedures, schedules, understanding of protocols and decorum
- c. January 1, 2021- RFP posted for Consultant
- d. April 2021- Consultant Contract executed and Notice to Proceed issued by City staff
- e. May 2021- Workgroup progress report submitted to or presented to City Council
- f. October 2021- Consultant work completed
- g. November 2021- Consultant, facilitator and Workgroup submits and presents final report and recommendations to City Council

Where possible the Workgroup is encouraged to complete the work faster than this schedule. All work of the Workgroup, Consultant and Facilitator, including presentation on recommendations shall be completed not later than December 31, 2021.

#### **SECTION 5. Quorums and Decisions and Meetings**

- a. The Workgroup shall be comprised of 5 to 9 voting members as appointed by the Mayor.

- b. Quorum - Five voting members of the Workgroup shall constitute a quorum for the transaction of business if the Mayor appoints either eight or nine persons. Four voting members of the Workgroup shall constitute a quorum if the Mayor appoints either 6 or 7 persons. Three voting members of the workgroup shall constitute a quorum if the Mayor appoints 5 persons to the workgroup. No meeting shall be held without a quorum being present.
- c. The Workgroup shall not establish subgroups.
- d. Decision Making - Workgroup members shall strive for consensus on decisions and recommendations made to the Council. In the absence of consensus, the workgroup shall make decisions and recommendations by simple majority vote of the quorum. In the event of a simple majority vote, the minority votes will be allowed to submit a written dissenting opinion to be included in recommendation made to the Council.
- e. The Workgroup shall select 2 members to coordinate with the Facilitator on meeting schedules, agendas and communications issued by the Mayor's office.
- f. Attendance may be in person, via telephone, video conference, internet video stream or other method provided the member is able to listen, speak, fully participate and view all portions of the meeting.
- g. The Workgroup shall establish its own meeting schedule but shall meet monthly for coordination with the Staff and Consultant. Each monthly meeting shall not exceed 120 minutes in duration.
- h. The Workgroup shall terminate and dissolve upon presentation of the final report and policy recommendations described in Section 3 to City Council.
- i. The Workgroup shall advise and assist the City on policy issues as defined in previous sections. In an advisory role to the Council, the Workgroup shall use the following in conducting business:
  - i. Workgroup meetings shall be open to the public for observation but shall neither be recorded (audio or video) nor rebroadcast by the City. Meetings may be live streamed using the City's usual and customary means.
  - ii. Notice of meetings and agendas shall be published using usual and customary means of the City.
  - iii. Summary meeting minutes shall be prepared by the Facilitator and provided to the public using usual and customary means of the City.
  - iv. The work of the Workgroup is limited to the scope described in this resolution. The Workgroup shall have no authority to set policy, direct actions of staff or otherwise replace or supplant any authority reserved for the City Council or Mayor
  - v. Workgroup meetings shall not include public comment periods nor shall the Workgroup be obligated to seek public comment on the work outlined in this resolution. Public comment and input on the policy advice and recommendations of the Workgroup and the Consultant shall be accepted by the City Council after the completion of the work and presentation to the City Council. The Workgroup is encouraged to include public surveys on

- needs and interests for broadband access, equity and affordability as part of the Scope of work to be completed by the Consultant.
- vi. The Workgroup may consider inviting its own members or outside individuals or entities to make presentations to the Workgroup to establish a base of common knowledge, develop a shared understanding and increase knowledge base concurrent with other elements of work contained in this resolution.

#### **SECTION 6. Workgroup Member Roles and Responsibilities**

- a. All workgroup members have equal voice and status.
- b. Workgroup members shall be respectful of all opinions and views during all meetings and in all public forums outside of workgroup meetings.
- c. Workgroup members shall respect decisions of the Council and Mayor in appointing members workgroup and shall not criticize other workgroup members, individuals or represented companies for perceived conflicts of interest, background or profession.
- d. Individual Workgroup members will not represent an official Workgroup point of view unless expressly authorized by the Mayor's office or adopted by a formal vote of the Workgroup.
- e. Public communications using social media, traditional media, press releases, public statements, presentations, shall be authorized or issued by the Mayor's office only.
- f. Workgroup members shall attend all scheduled meetings or submit a request to the facilitator for an excused absence at least 72 hours in advance of the meeting. Unexcused absences may result in removal from the Workgroup by the Mayor.

**PASSED** by the Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Finance Director

**APPROVED AS TO FORM:**

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

RESOLUTION - 8





# City Council Agenda Bill

22720

Bill Number

**Subject: Bid Award #16B-2020 for Wharf Street Timber Trestle Repair Project to RAZZ Construction for \$444,637.35**

Summary Statement: The City received seven (7) bids for the Wharf Street Timber Trestle Repair Project, Bid #16B-2020 which were publicly opened on July 14, 2020. RAZZ Construction, Inc., of Bellingham, submitted the lowest responsive and responsible bid for the project in the sum of \$444,637.35, including Washington State sales tax. Staff recommends Council award this bid to RAZZ Construction, Inc. Engineer's estimate for the project was \$722,700. It is anticipated that this project will begin in early September 2020 and will be completed in 100 days. The work will occur in coordination with other private building projects on N. State Street, and will include re-routing of the South Bay Trail for some specific periods of time.

Previous Council Action: **Approval of 2019-2020 Budget**

Fiscal Impact: **\$444,637.35**

Funding Source: **Greenways**

Attachments:      1. STAFF MEMO  
                             2. BID TABULATION  
                             3. MANDATORY BIDDER RESPONSIBILITY CHECKLIST  
                             4. VICINITY MAP

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Vote Requested	8/24/2020	Award Bid	Nicole Oliver, Parks & Recreation Director	3 minutes

**Recommended Motion:**

**Council Committee:**  
Parks and Recreation Committee

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

Reviewed By	Department	Date
<i>Nicole C. Oliver</i>	Parks & Recreation	8/13/2020

**Council Action:**

<i>Connie C. Allen</i>	Purchasing	8/14/2020
<i>Andrew D. Asbjornsen</i>	Finance	8/18/2020
<i>Alan A. Marriner</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020



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

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**MEMORANDUM**

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**TO:** Bellingham City Council  
**FROM:** Nicole Oliver, Parks & Recreation Director  
**CC:** Mayor Seth Fleetwood  
**SUBJECT:** Award of Bid #16B-2020 for Wharf Street Timber Trestle Repair Project to RAZZ Construction for \$444,637.35

**DATE:**

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7 bids for the Wharf Street Timber Trestle Repair Project, Bid #16B-2020 were received and publicly opened on July 14, 2020. RAZZ Construction, Inc., of Bellingham, submitted the lowest responsive and responsible bid for the project in the sum of \$444,637.35, including Washington State sales tax. Staff recommends Council award this bid to RAZZ Construction, Inc.

It is anticipated that this construction project may begin in early September 2020 and will be contracted to be completed in 100 days. The work will occur in coordination with other private building projects on N. State Street and will include re-routing of the South Bay Trail for some specific periods of time.

The improvement consists of: removal and replacement of the existing north timber approach with a new concrete approach, removal and replacement of timber pile caps with new steel pile caps, removal and replacement of timber piles with new steel piles, steel hand railing, steel work, concrete work, stabilized construction access, and temporary erosion and sediment controls.

**BID TABULATION** Wharf Street Trestle Repair**Bid #16B-2020**

Bid Opening JULY 14, 2020 @ 11 AM

## City of Bellingham Parks and Recreation

Engineer

RAZZ

Item No.	Item Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
S-101	Mobilization / Demob.	1	L.S.	\$ 54,940.00	\$ 54,940.00	\$ 40,900.00	\$ 40,900.00
S-102	CESCL & Const Access	1	L.S.	\$ 50,000.00	\$ 50,000.00	\$ 55,000.00	\$ 55,000.00
S-103	Conc Approach	1	L.S.	\$ 155,000.00	\$ 155,000.00	\$ 92,000.00	\$ 92,000.00
S-104	Pile Cap Replacement	23	Each	\$ 12,000.00	\$ 276,000.00	\$ 6,250.00	\$ 143,750.00
S-105	Pile Posts	3	Each	\$ 18,000.00	\$ 54,000.00	\$ 9,000.00	\$ 27,000.00
S-106	Deck Jointing	24	Each	\$ 600.00	\$ 14,400.00	\$ 500.00	\$ 12,000.00
S-107	All Other Work	1	L.S.	\$ 37.00	\$ -	\$ 38,400.00	\$ 38,400.00
	Contingency 10%				\$ 65,692.00		
	<b>SUBTOTAL</b>				<b>\$ 604,340.00</b>		<b>\$ 409,050.00</b>
	SALES TAX	8.7%			\$ 52,577.58		\$ 35,587.35
	<b>TOTAL WITH TAX</b>				<b>\$ 722,609.58</b>		<b>\$ 444,637.35</b>
					<b>\$ 722,700.00</b>		

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:

RAZZ Construction General Contractors, LLC

Signed:




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 Russ Isaly, PKS Project Manager

**BID TABULATION** Wharf Street Trestle Repair

City of Bellingham

Bid #16B-2020

Bid Opening JULY 14, 2020 @ 11 AM

PNW Civil Construction

Boss

Item No.	Item Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
S-101	Mobilization / Demob.	1	L.S.	\$ 51,000.00	\$ 51,000.00	\$ 59,241.00	\$ 59,241.00
S-102	CESCL & Const Access	1	L.S.	\$ 34,000.00	\$ 34,000.00	\$ 102,225.00	\$ 102,225.00
S-103	Conc Approach	1	L.S.	\$ 99,000.00	\$ 99,000.00	\$ 153,806.00	\$ 153,806.00
S-104	Pile Cap Replacement	23	Each	\$ 10,100.00	\$ 232,300.00	\$ 7,322.44	\$ 168,416.12
S-105	Pile Posts	3	Each	\$ 12,500.00	\$ 37,500.00	\$ 12,110.65	\$ 36,331.95
S-106	Deck Jointing	24	Each	\$ 455.00	\$ 10,920.00	\$ 822.20	\$ 19,732.80
S-107	All Other Work	1	L.S.	\$ 63,000.00	\$ 63,000.00	\$ 62,461.00	\$ 62,461.00
	Contingency 10%						
	<b>SUBTOTAL</b>				<b>\$ 527,720.00</b>		<b>\$ 602,213.87</b>
	SALES TAX	8.7%			\$ 45,911.64		\$ 52,392.61
	<b>TOTAL WITH TAX</b>				<b>\$ 573,631.64</b>		<b>\$ 654,606.48</b>

*These bid tabs have been analyzed for unbalanced bid items in accordance with the S award the bid, unless otherwise indicated in writing below, to:*

RAZZ Construction General Contractors, LLC

Signed:



Russ Isaly, PKS Project Manager

Printed On: 7/14/2020

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**BID TABULATION** Wharf Street Trestle Repair

City of Bellingham

Bid #16B-2020

Bid Opening JULY 14, 2020 @ 11 AM

Combined Construction

Massan

Item No.	Item Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
S-101	Mobilization / Demob.	1	L.S.	\$ 50,000.00	\$ 50,000.00	\$ 55,000.00	\$ 55,000.00
S-102	CESCL & Const Access	1	L.S.	\$ 44,000.00	\$ 44,000.00	\$ 47,000.00	\$ 47,000.00
S-103	Conc Approach	1	L.S.	\$ 119,000.00	\$ 119,000.00	\$ 95,000.00	\$ 95,000.00
S-104	Pile Cap Replacement	23	Each	\$ 12,000.00	\$ 276,000.00	\$ 12,500.00	\$ 287,500.00
S-105	Pile Posts	3	Each	\$ 11,000.00	\$ 33,000.00	\$ 12,000.00	\$ 36,000.00
S-106	Deck Jointing	24	Each	\$ 350.00	\$ 8,400.00	\$ 500.00	\$ 12,000.00
S-107	All Other Work	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 45,000.00	\$ 45,000.00
	Contingency 10%						
	<b>SUBTOTAL</b>				<b>\$ 555,400.00</b>		<b>\$ 577,500.00</b>
	SALES TAX	8.7%			<b>\$ 48,319.80</b>		<b>\$ 50,242.50</b>
	<b>TOTAL WITH TAX</b>				<b>\$ 603,719.80</b>		<b>\$ 627,742.50</b>

*These bid tabs have been analyzed for unbalanced bid items in accordance with the S award the bid, unless otherwise indicated in writing below, to:*

RAZZ Construction General Contractors, LLC

Signed:



Russ Isaly, PKS Project Manager

Printed On: 7/14/2020

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**BID TABULATION** Wharf Street Trestle Repair

**Bid #16B-2020**

Bid Opening JULY 14, 2020 @ 11 AM

City of Bellingham

Neptune

Strider

Item No.	Item Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
S-101	Mobilization / Demob.	1	L.S.	\$ 85,910.00	\$ 85,910.00	\$ 104,500.00	\$ 104,500.00
S-102	CESCL & Const Access	1	L.S.	\$ 65,000.00	\$ 65,000.00	\$ 80,000.00	\$ 80,000.00
S-103	Conc Approach	1	L.S.	\$ 100,000.00	\$ 100,000.00	\$ 90,000.00	\$ 90,000.00
S-104	Pile Cap Replacement	23	Each	\$ 11,855.00	\$ 272,665.00	\$ 16,000.00	\$ 368,000.00
S-105	Pile Posts	3	Each	\$ 22,090.00	\$ 66,270.00	\$ 27,500.00	\$ 82,500.00
S-106	Deck Jointing	24	Each	\$ 173.00	\$ 4,152.00	\$ 500.00	\$ 12,000.00
S-107	All Other Work	1	L.S.	\$ 4,242.00	\$ 4,242.00	\$ 24,000.00	\$ 24,000.00
	Contingency 10%						
	<b>SUBTOTAL</b>				<b>\$ 598,239.00</b>		<b>\$ 761,000.00</b>
	SALES TAX	8.7%			<b>\$ 52,046.79</b>		<b>\$ 66,207.00</b>
	<b>TOTAL WITH TAX</b>				<b>\$ 650,285.79</b>		<b>\$ 827,207.00</b>

Sales tax 7.9%

47260.88

*These bid tabs have been analyzed for unbalanced bid items in accordance with the S award the bid, unless otherwise indicated in writing below, to:*

RAZZ Construction General Contractors, LLC

Signed:



Russ Isaly, PKS Project Manager

Printed On: 7/14/2020

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**BID TABULATION** Wharf Street Trestle Repair

City of Bellingham

Bid #16B-2020

Bid Opening JULY 14, 2020 @ 11 AM

Konnerup

Item No.	Item Description	Qty	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
S-101	Mobilization / Demob.	1	L.S.	\$ 50,000.00	\$ 50,000.00		\$ -
S-102	CESCL & Const Access	1	L.S.	\$ 50,000.00	\$ 50,000.00		\$ -
S-103	Conc Approach	1	L.S.	\$ 128,000.00	\$ 128,000.00		\$ -
S-104	Pile Cap Replacement	23	Each	\$ 18,000.00	\$ 414,000.00		\$ -
S-105	Pile Posts	3	Each	\$ 15,000.00	\$ 45,000.00		\$ -
S-106	Deck Jointing	24	Each	\$ 400.00	\$ 9,600.00		\$ -
S-107	All Other Work	1	L.S.	\$ 103,500.00	\$ 103,500.00		\$ -
	Contingency 10%						
	<b>SUBTOTAL</b>				<b>\$ 800,100.00</b>		<b>\$ -</b>
	SALES TAX	8.7%			\$ 69,608.70		\$ -
	<b>TOTAL WITH TAX</b>				<b>\$ 869,708.70</b>		<b>\$ -</b>

*These bid tabs have been analyzed for unbalanced bid items in accordance with the S award the bid, unless otherwise indicated in writing below, to:*

RAZZ Construction General Contractors, LLC

Signed:

Russ Isaly, PKS Project Manager

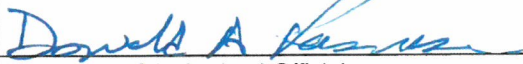
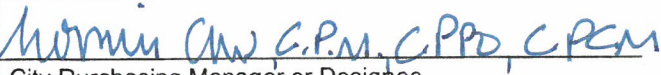
Printed On: 7/14/2020

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## MANDATORY BIDDER RESPONSIBILITY CHECKLIST

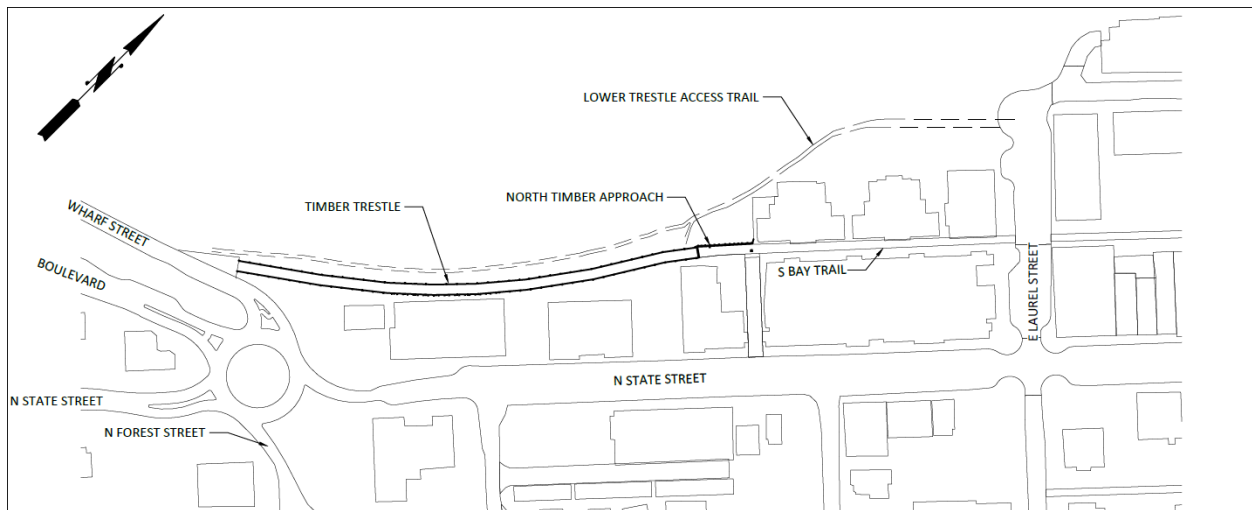
This checklist shall be completed and signed by bidder. The Purchasing Office shall print a copy of all verifying documentation from the appropriate websites for inclusion in the project file along with this checklist. This checklist shall be attached to the agenda bill (or requisition if no agenda bill is prepared).

GENERAL INFORMATION	
Bid Number: 16B-2020	Bid Submittal Deadline: <del>7/17/20 @ 11:00AM</del> 7/14/20
Project Name: Wharf Street Timber Trestle Repair	Project Number: 16B-2020
Bidder's Business Name: Razz Construction, Inc.	City Business Registration Number: 032692 Active? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
CONTRACTOR REGISTRATION	
<a href="https://fortress.wa.gov/lni/bbip/">https://fortress.wa.gov/lni/bbip/</a>	
License Number: RAZZCCI955KU	License Active? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Effective Date: 7/25/2005	Expiration Date: 7/25/2021
UBI/TAX REGISTRATION NUMBER	
<a href="http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/">http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/</a>	
UBI/TAX Registration Number: 602504498	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
INDUSTRIAL INSURANCE COVERAGE	
<a href="https://fortress.wa.gov/lni/crpsi/MainMenu.aspx">https://fortress.wa.gov/lni/crpsi/MainMenu.aspx</a>	
Account Number: 846,666-01	Account Current? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
EMPLOYMENT SECURITY DEPARTMENT	
Employment Security Department Number: 301029007	
Has Bidder provided account number on the Bid Form?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
NOT DISQUALIFIED FROM BIDDING	
<a href="http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp">http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp</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="http://www.SAM.gov/">http://www.SAM.gov/</a>	
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
BIDDER CERTIFICATION	
<p>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. The undersigned further certifies that all other information provided by bidder on this form is true and correct.</p>	
 Signature of Authorized Official	7/1/2020 Date
Donald A. Rasmussen, President	Bellingham, WA
Print Name & Title	Place of Execution (City & State)
CITY VERIFICATION	
 City Purchasing Manager or Designee	7/15/20 Date
Has bidder satisfied applicable supplemental responsibility criteria?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Documentation on file



**Parks and Recreation Department**  
**City of Bellingham**

**Bid 16B-2020 - Wharf Street Trestle Timber Repair**  
**Vicinity Map**



**Main Office**

210 Lottie Street  
Bellingham, WA 98225  
Phone: (360) 778-7000  
Fax: (360) 778-7001  
Email: [parks@cob.org](mailto:parks@cob.org)  
[www.cob.org/parks](http://www.cob.org/parks)

**Operations**

1400 Woburn Street  
Bellingham, WA 98229  
Phone: (360) 778-7100  
Fax: (360) 778-7101  
Email: [parks@cob.org](mailto:parks@cob.org)  
[www.cob.org/parks](http://www.cob.org/parks)

**Arne Hannah Aquatic Center**

114 Potter Street  
Bellingham, WA 98229  
Phone: (360) 778-7665  
Fax: (360) 778-7062  
Email: [aquatics@cob.org](mailto:aquatics@cob.org)  
[www.cob.org/ahac](http://www.cob.org/ahac)

**Bayview Cemetery**

1420 Woburn Street  
Bellingham, WA 98229  
Phone: (360) 778-7150  
Fax: (360) 778-7151  
Email: [bayview@cob.org](mailto:bayview@cob.org)  
[www.cob.org/bayview](http://www.cob.org/bayview)



# City Council Agenda Bill

22721

Bill Number

**Subject: A Resolution of the City of Bellingham Temporarily Reducing Fees for Safe Start Park Special Requests**

Summary Statement: Normal park open space use fees require temporary adjustment to help support organizations that provide small group outdoor childcare and youth-enrichment programs excepted from the cancellation of all other special events, reservations and activities in City parks. The City charges \$30 an hour for commercial use of park open space. This Council-adopted rental rate usually applies to large scale events and races hosting hundreds of participants. This proposed resolution would reduce the permit fee to the standard administrative overhead charge of \$50, with no additional hourly rental rate. The application process requires complete program applications with insurance and health and safety plans. This fee reduction will create more small group programming options to support local families this fall.

Previous Council Action: **None**

Fiscal Impact: **Unknown but nominal**

Funding Source: **General Fund**

Attachments: 1. STAFF MEMO  
2. RESOLUTION

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Vote Requested	8/24/2020	Pass Resolution	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:**

Reviewed By	Department	Date
<i>Nicole C. Oliver</i>	Parks & Recreation	8/14/2020
<i>Alan A. Marriner</i>	Legal	8/17/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020



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**MEMORANDUM**

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**TO:** Bellingham City Council  
**FROM:** Nicole Oliver, Parks & Recreation Director  
**CC:** Mayor Seth Fleetwood  
**SUBJECT:** A Resolution of the City of Bellingham Temporarily Reducing Fees for Safe Start Park Special Requests  
**DATE:** 8/24/2020

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To help support organizations that provide small group outdoor childcare and youth-enrichment programs that were excepted from the cancellation of all other special events, reservations and activities in City parks, the normal fees for commercial use of park open space need adjustment. The City charges \$30 an hour for commercial use of park open space. This Council-adopted rental rate usually applies to large scale events and races hosting hundreds of participants. The limitation on group size due to the COVID-19 health restrictions makes this rate cost prohibitive for small scale childcare and youth programs that the City is trying to support.

This proposed resolution would reduce the permit fee to the standard administrative overhead charge of \$50, with no additional hourly charges. The application process requires complete program applications with insurance and health and safety plans. This fee reduction will create more programming options to support local families this fall. Since the small scale childcare and youth programs will be outdoors, the City will incur no costs for the cleaning of facilities.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF BELLINGHAM TEMPORARILY REDUCING FEES FOR SAFE START PARK SPECIAL REQUESTS USING CITY COMMUNITY PARKS, NEIGHBORHOOD PARKS AND SPECIAL USE FACILITIES.**

**WHEREAS**, on February 29, 2020, the Governor of the State of Washington proclaimed that a State of Emergency exists in all counties in the State of Washington due to the outbreak of novel coronavirus (COVID-19); and

**WHEREAS**, on March 10, 2020, the Whatcom County Executive, in coordination with the Whatcom County Health Board, declared a Whatcom County public health emergency to reduce the spread of COVID-19 in our community; and

**WHEREAS**, on March 12, 2020, the City's Mayor issued a Proclamation of Local emergency as a result of COVID-19; and

**WHEREAS**, the City of Bellingham (City) has implemented measures with City operations, services and facilities to follow the recommendations of the Whatcom County Health Department; and

**WHEREAS**, these recommendations and requirements are appropriate for public health reasons but have a significant adverse impact on local business and nonprofit organizations, including loss of income, layoffs and reduced work hours; and

**WHEREAS**, on July 20, 2020 the City issued Executive Order 2020-03.1 accepting permit applications for small scale outdoor childcare programs, day camps, youth development programs, expanded learning programs for grades K-12, and other similar child-oriented activities; and

**WHEREAS**, current commercial open space rental fees are \$30 per hour and are usually for large group gatherings and events; and

**WHEREAS**, the limitation on group size due to the COVID-19 health restrictions makes this hourly rental fee cost prohibitive for small scale childcare and youth programs; and

**WHEREAS**, supporting affordable and equitable access to small scale childcare and youth-oriented activities supports families and community economic recovery; and

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



**WHEREAS**, the City owns and operates various park and recreation facilities administered through the City's Parks and Recreation Department; and

**WHEREAS**, on March 5, 2019, Council adopted Resolution 2019-01 that established fees for the use of City parks and recreation facilities;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BELLINGHAM:**

The park open space and facility use fees for Safe Start Parks Special Requests for small group outdoor youth activities at Community Parks, Neighborhood Parks and Special Use Facilities (Woodstock Farm, Maritime Heritage Park, Depot Market Square, Fairhaven Village Green) are temporarily reduced to a \$50 fee, with no additional hourly rental rate. This fee is the current administrative charge and will ensure submittal of complete program and reservation details, insurance and health and safety plans. The reduction in fees will remain in effect through December 31, 2020.

**PASSED** by the Council this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Seth Fleetwood, Mayor

\_\_\_\_\_  
Nicole Oliver, Director of Parks and Recreation

**ATTEST:**

\_\_\_\_\_  
Finance Director

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

**APPROVED AS TO FORM:**

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Office of the City Attorney



# City Council Agenda Bill

22722

Bill Number

Subject: **Annual Report on Greenways Program**

Summary Statement: The fourth Greenways Levy is in its fourth year out of seven. The annual report to Council will cover priorities, spending, accomplishments and upcoming proposed projects. Generating more than \$5 million of revenue per year, this funding provides essential support for land acquisition, development and maintenance and operations.

Previous Council Action: **Adoption of 2019-2020 Budget**

Fiscal Impact: **Information only on adopted Greenways program spending**

Funding Source: **Greenways**

Attachments: 1. STAFF MEMO  
2. POWERPOINT PRESENTATION

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Information Only	8/24/2020	Information/Discussion	Nicole Oliver, Parks & Recreation Director	10 minutes

**Recommended Motion:**

**Council Committee:**  
Parks and Recreation Committee

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

**Council Action:**

Reviewed By	Department	Date
<i>Nicole C. Oliver</i>	Parks & Recreation	8/14/2020
<i>Alan A. Marriner</i>	Legal	8/17/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020



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

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**MEMORANDUM**

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**TO:** Bellingham City Council  
**FROM:** Nicole Oliver, Parks & Recreation Director  
**CC:** Mayor Seth Fleetwood  
**SUBJECT:** Annual Report on Greenways Program  
**DATE:** 8/24/2020

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The 4<sup>th</sup> Greenways Program is in the fourth year of seven, and staff will present and overview of the program accomplishments of this biennium, priorities that continue to guide spending, and proposed Greenways funded projects for the next biennium. Staff will also present the total expenditures to date, as compared to the guidance provided in the levy as to spending allocations.



# Annual Report 2019 – 2020 Greenway Program

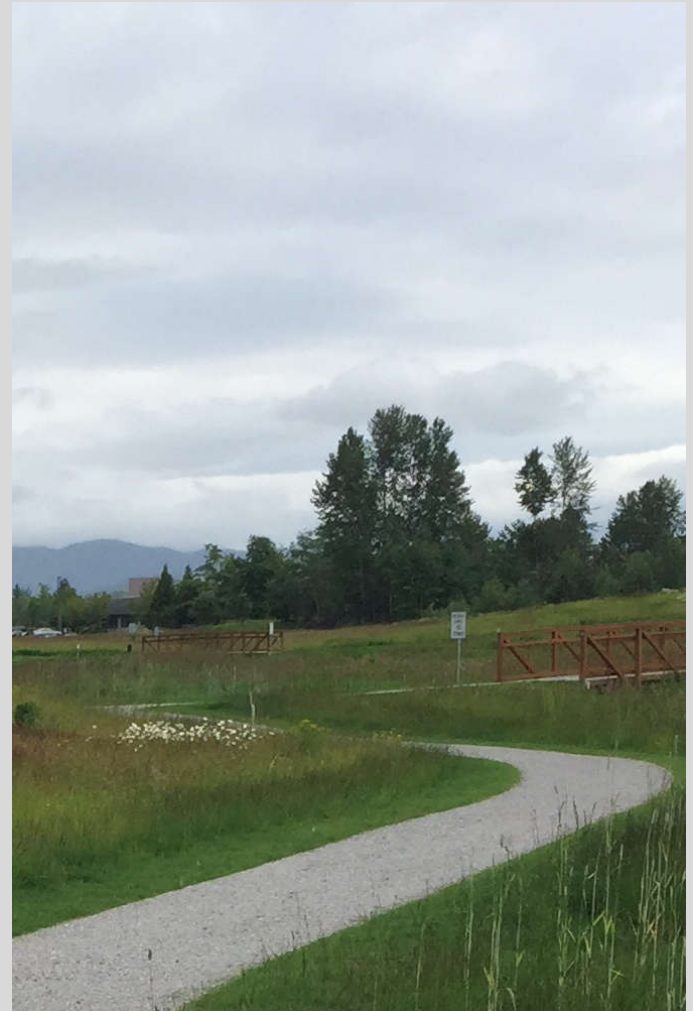
Bellingham City Council  
August 24, 2020



City of  
**Bellingham**

# Overview

- Greenways IV
- 2019-2020 Accomplishments
- 2019-2020 Spending
- Priorities
- Trail Connections
- 2021-2022 Proposed Projects





# Greenways IV 2017 – 2023

## Goal:

*“to acquire, improve, develop and maintain greenways, open space sites, parks, park facilities, and trails...”*



# Greenways IV

## Allocation Guidance:

- 42% for the development of properties purchased by the City;
- 33% for land acquisition, specifically including trail connections; and
- 25% for the ongoing maintenance, operation, and capital replacement needs of park properties and facilities



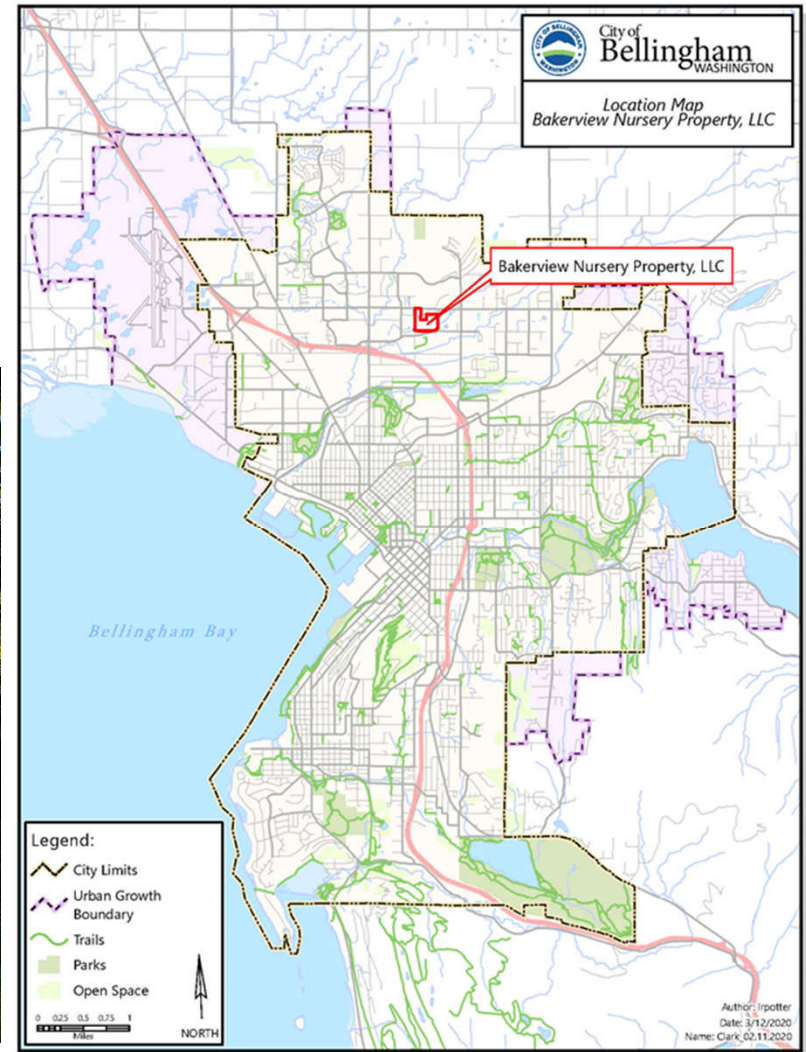
Photo courtesy of Strider Construction



# 2019-2020 Greenway Acquisitions:

## Bakerview Neighborhood Park property

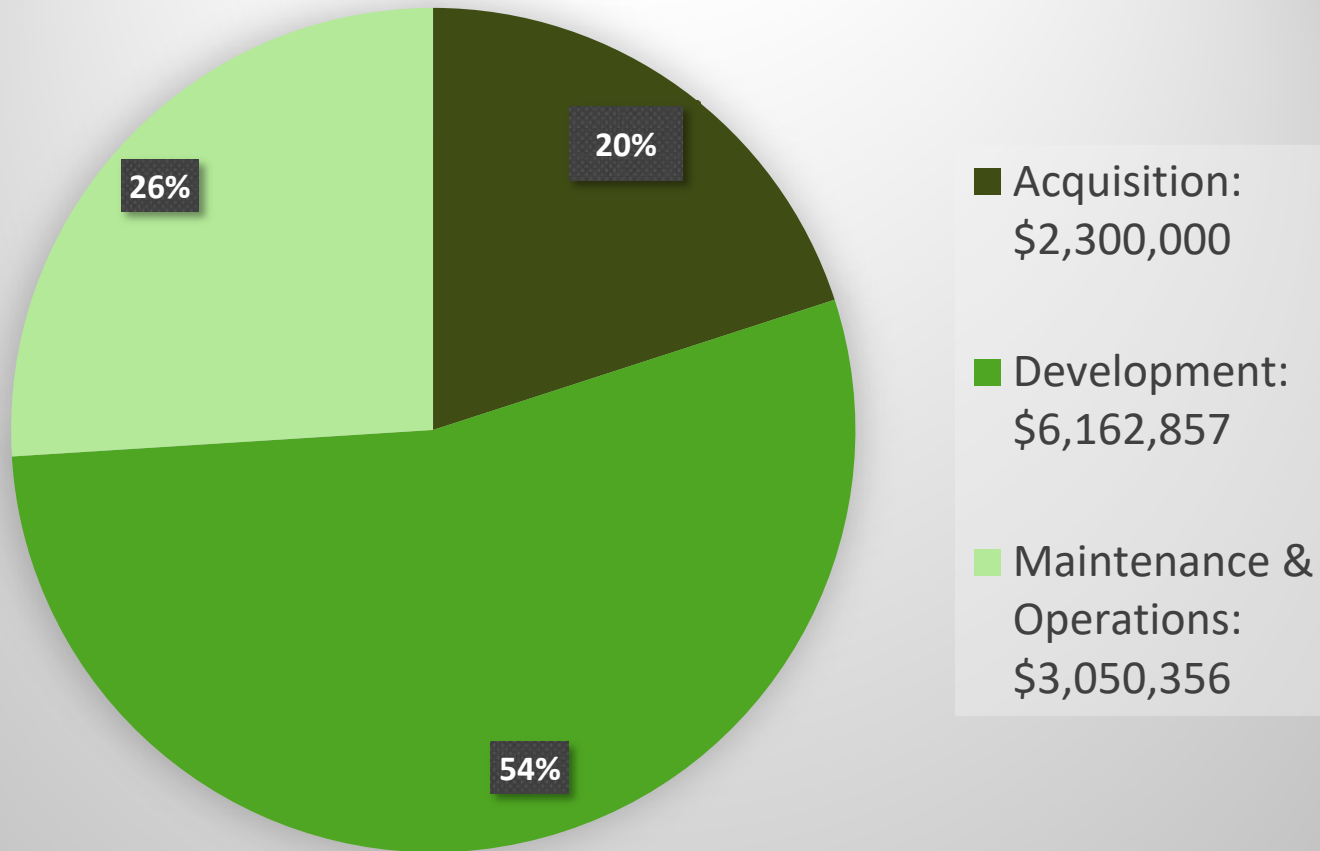
- *purchased April 2020 for \$2.31M*



# 2019-2020 Greenways Accomplishments:

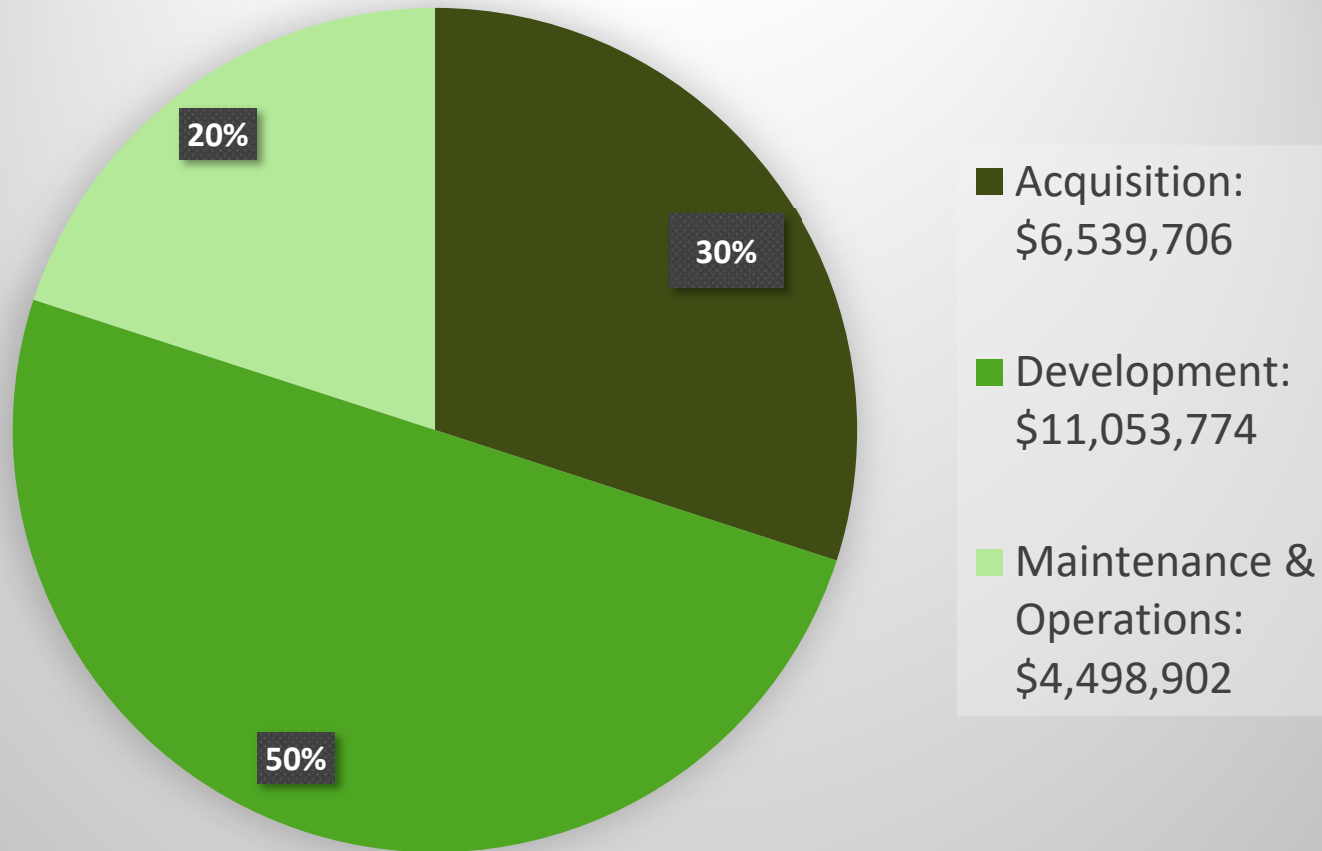
Project:	Spending to date:
Squalicum Pier study	\$60K
Lake Padden park sewer line	\$483K
Wharf Street trestle	\$562K
Lake Padden bathhouse	\$250K
Squalicum Creek Trail re-route study	\$62K
Cordata Park Phase 1 design & construction	\$3.3M
Boulevard Park overpass utility re-route	\$1.16M
Riley Open Space bridge	\$63K

# Greenways Spending Summary 2019-2020



# Greenways Spending Summary

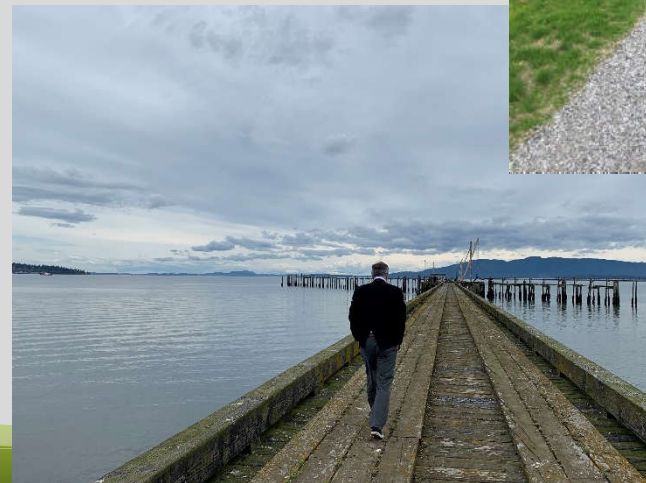
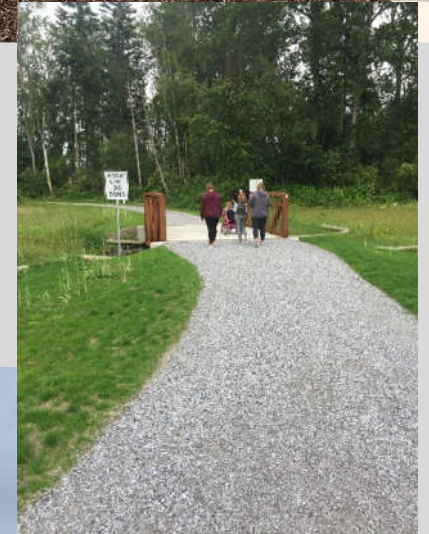
## 2017-2020 Levy total





# 2019-2020 Completed Greenways Priority Projects

- ✓ Acquire a Neighborhood Park in the Bakerview Corridor
- ✓ Develop Cordata Park (phase 1)
- ✓ Connect Barkley Trail to Sunset Dr (under construction with development)
- ✓ Ensure public access to Little Squalicum Pier (negotiations ongoing)



# Greenways Priorities

- Connect Cordata Community Park, Whatcom Community College, and Van Wyck Park
- Connect Riley Open Space and the Cordata Trail
- Expand use of Galbraith Mountain trails and improve wayfinding



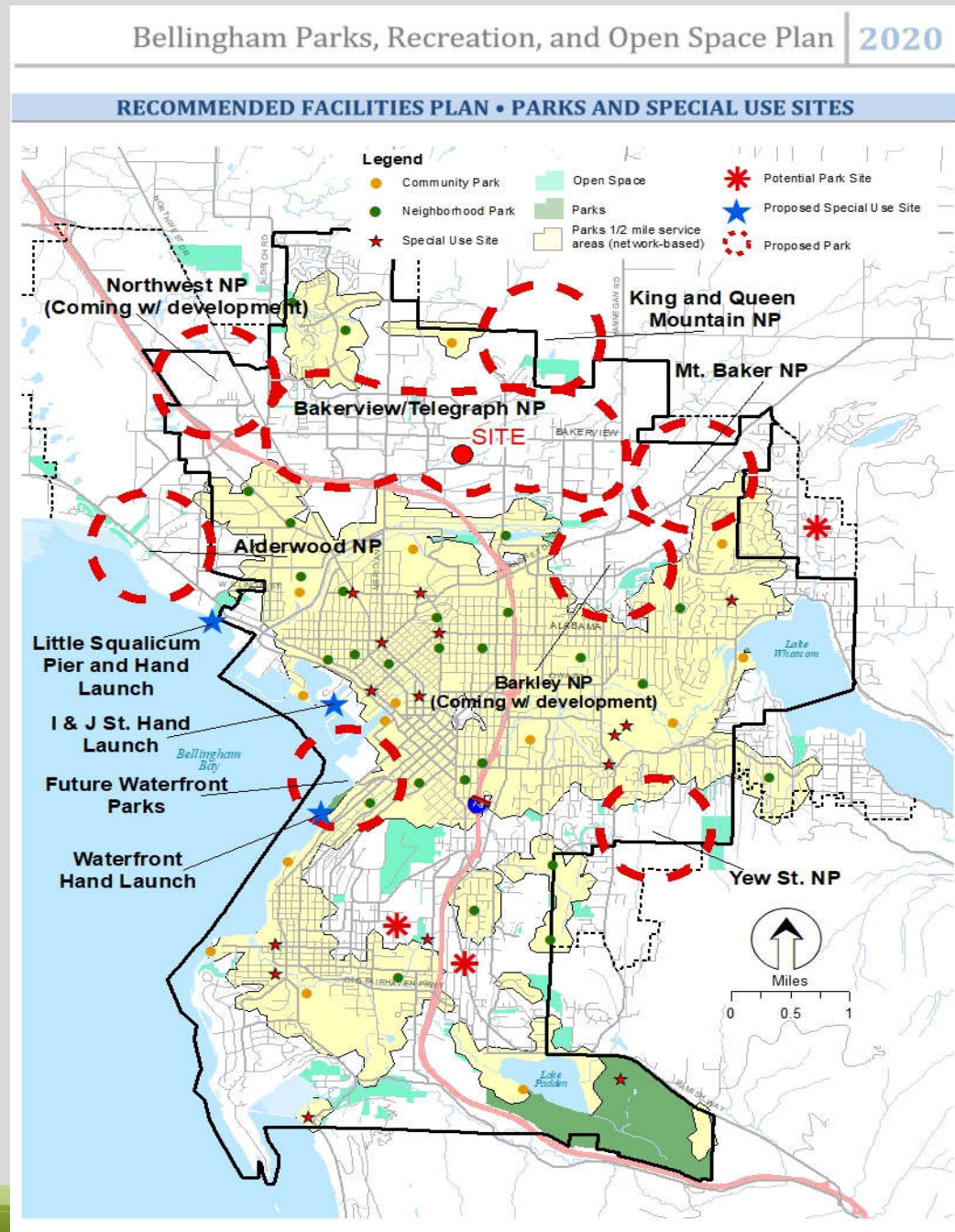




## Greenways Priorities (continued):

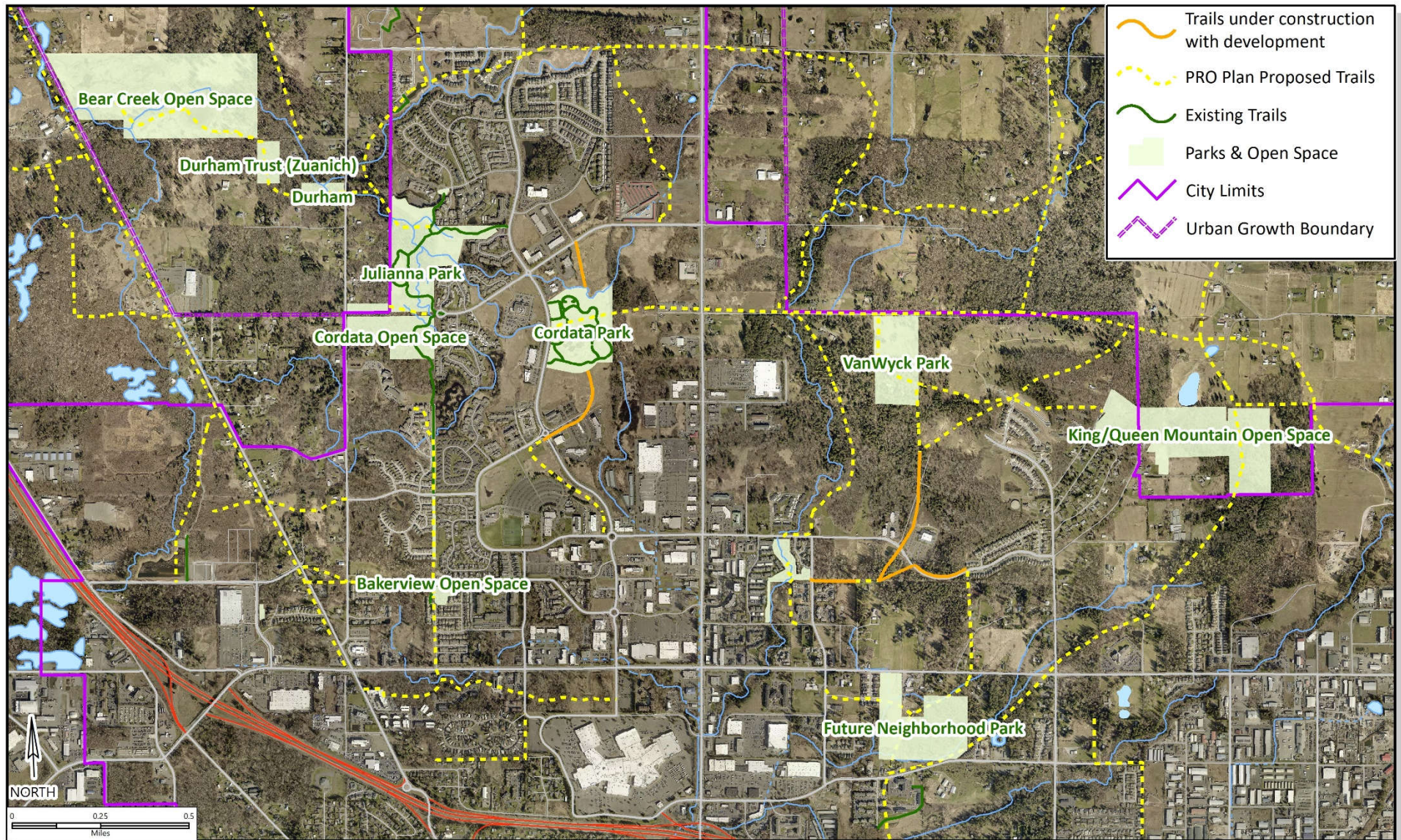
- Acquire/develop a Neighborhood Park in Happy Valley
- Develop King and Queen Mountain Greenway
- Acquire Padden Gorge Ridge trail
- Foster and support the development of Community Gardens

# Park Facility Priorities



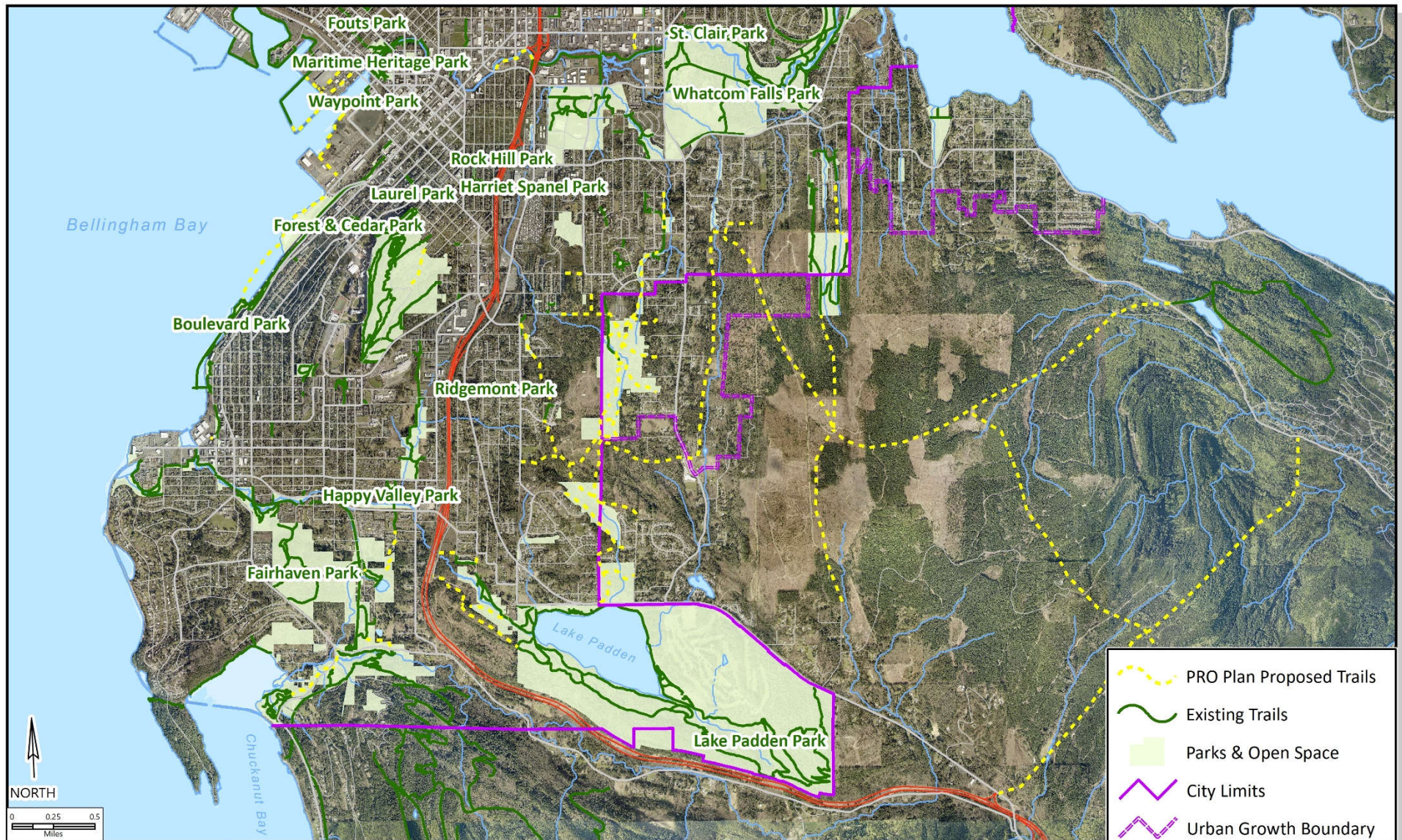


# Trail Corridor Priorities: North





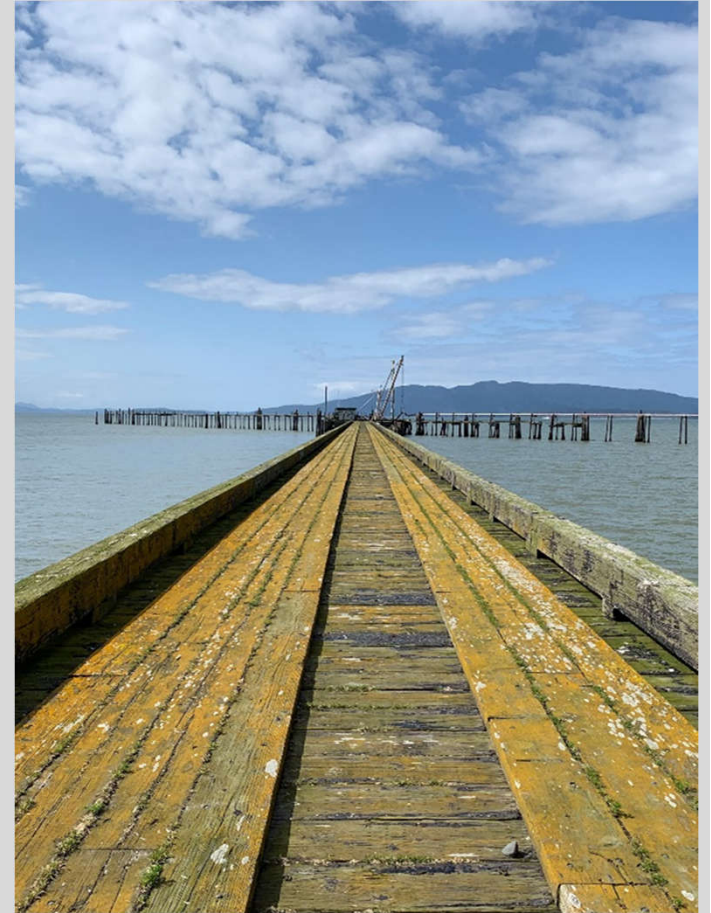
# Trail Corridor Priorities: South





# 2021-2022 Proposed Projects - Greenways

- South Bay Trail stairs replacement - \$300k
- Cordata Community Park Phase 2 - \$2.2M
- Little Squalicum Estuary bridge and trail - \$80k
- Replace West Cemetery Creek Bridge - \$375k
- Squalicum Creek Park Phase 4 Youth Athletic Field - \$850k
- Squalicum Pier - \$1.5M
- Interurban Trail and other connectors - \$460k
- Boulevard Park restroom construction - \$343k
- Greenway Land Acquisitions - \$2M



# 2021-2022 Proposed Projects – Park Impact Fees

- Cornwall Beach Park Design - \$1M
- Fairhaven Park Master Plan Update and Entry - \$100k
- Maplewood/McLeod Neighborhood Park - \$100k
- Waypoint Park Trail/Whatcom Waterway Park - \$884k
- Neighborhood Park Acquisition - \$200k
- Neighborhood Park Improvements - \$200k
- Playground Replacement - \$175k
- Cornwall Memorial Park Improvements - \$75k





# Annual Report 2019-2020 Greenway Program

Bellingham City Council  
August 24, 2020



City of  
**Bellingham**



# City Council Agenda Bill

22723

Bill Number

**Subject: Discussion of 24/7 Crisis Response for Mental Health, Substance Use, and Other Public Health Needs**

Summary Statement: The Committee for Public Health, Safety, and Justice will discuss the community need for 24/7 crisis response and 911 call center functionality to include screening for mental health, substance use, and other public health needs. The Committee will discuss the Crisis Assistance Helping Out On The Streets (CAHOOTS) program in Eugene, OR; the Albuquerque Community Safety Department program in Albuquerque, NM; the Support Team Assisted Response (STAR) program in Denver, CO; and Portland Street Response in Portland, OR. Discussion will identify community needs, include operational program costs, projected cost savings, and potential partners. Presentations will be made as program representatives are available.

Previous Council Action: **N/A**

Fiscal Impact: **N/A**

Funding Source: **N/A**

Attachments: 

1. STAFF MEMO
2. PORTLAND STREET RESPONSE
3. CAHOOTS MEDIA GUIDE
4. STAR PROGRAM
5. ALBUQUERQUE CIVILIAN RESPONSE DEPARTMENT

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Information Only	8/24/2020	Information/Discussion	Councilmember Hannah Stone	60 minutes

**Recommended Motion:**

**Council Committee:**  
Public Health, Safety, and Justice Committee

**Agenda Bill Contact:**  
Monea Kerr, Legislative Assistant, (360) 778-8202

Reviewed By	Department	Date
<i>Monea J. Kerr</i>	Council Administration	8/17/2020

**Council Action:**

<i>Peter M. Ruffatto</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020





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## Bellingham City Council

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### MEMORANDUM

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To: Bellingham City Council  
CC: Mayor Seth Fleetwood; Brian Heinrich; Peter Ruffatto; David Doll; Bill Hewitt  
From: Mark Gardner, Legislative Analyst  
Re.: Crisis response for mental health, substance use, and public health needs.  
Date: August 17, 2020

#### **Background**

There is a rapidly growing recognition that police departments throughout the United States are tasked with responding to a wide range of issues that they are neither fully trained for nor have the tools to resolve. These include situations such as individuals experiencing a mental health episode, or a substance use crisis, or experiencing problems arising out of chronic medical needs. An overreliance on policing in these situations can lead to bad outcomes ranging from escalation to deadly force to unnecessary incarceration. Even in the absence of these outcomes, since police in the field do not have the time nor the tools to solve many of the problems they encounter, issues remain unresolved and are likely to recur.

One response has been to expand police capacity to handle these demands. These range from increased training in de-escalation and crisis response, to the development of new capacities to respond to behavioral health issues. Behavioral health responses include a co-responder model where a behavioral health expert is paired with an officer in the field, and dual training of officers in both policing and mental health response. Extensive training in crisis response, and expansion of behavioral health capacity, have been implemented in both Bellingham and Whatcom County.

#### **Alternative Response Models**

Given the sheer magnitude and growth rate of these issues not requiring an armed response, however, several localities are developing alternative response pathways that do not involve law enforcement. These programs employ a mobile response model, with one or more vans staffed with individuals trained in crisis intervention and de-escalation, mental health and substance abuse response, and the ability to treat subacute health care needs. This approach has the following advantages:

- It diverts response for non-threatening situations from law enforcement to individuals who are specially trained to handle mental health and other concerns
- Non-uniformed, unarmed staff are more likely to gain the trust of impacted individuals
- Such programs reduce the volume of police calls and can take pressure off the EMS system since low level or chronic health concerns can often be met without involving the emergency transport system



- Problems are more likely to be resolved or ameliorated since responders have appropriate training and sufficient time to provide needed assistance, and can connect people with community resources and treatment

This memo provides a preliminary overview of several existing or newly created programs, and reviews current efforts in some cities to create such units. The matrix at the end of this memo briefly summarizes some of the salient features of programs in operation or development from Albuquerque, NM; Eugene/Springfield, OR; Denver, CO; Oakland, CA; Durham, NC; and Portland, OR. Only a few of these programs are fully operational, with many still in the design or conceptualization stage. The Crisis Assistance Helping Out On The Streets (CAHOOTS) program in Eugene/Springfield has a fully operational program, and Denver has just initiated the pilot stage of their program. Other programs surveyed are in various stages of development.

Eugene's CAHOOTS program has a long track record (three decades) and as such has garnered much attention from the media and from cities looking to develop similar programs. The program is a particularly promising model as it shows that an alternative response system can handle a significant volume of calls that would otherwise go to police and the emergency medical system, resulting in net savings in police and ambulance costs. The Denver and Portland programs are drawing from the CAHOOTS model to varying degrees. Albuquerque envisions the creation of a separate City department, the Department of Public Safety, that would take the role of responding to non-emergency medical needs, mental health and substance abuse issues, and homelessness and housing problems. To bring fundamental change to the public safety response system, the following elements are essential practices or program elements:

- 24/7 operations
- Ability for program staff to be dispatched directly from 911 to ensure that calls not requiring law enforcement are not inadvertently dispatched to police
- Staff that are non-uniformed, unarmed, and in vehicles without "official" markings (program name are acceptable and likely important to build trust and the program "brand")
- Highly trained staff responsive to constituents and able to build their trust, with all engagements with the program being strictly voluntary
- Response capacity to a range of issues, including mental health, substance use issues, homelessness, and subacute medical needs
- Ability to connect participants to resources – including mental health and substance use treatment, and housing resources

This review indicates that there is some variety in program delivery models, ranging from programs housed in a public agency to those entirely in a community agency but receiving public funding. One factor in program success is the presence of supporting groups and agencies, needed local treatment capacity, and other resources. Supporting elements include community health or other health facilities, drop-off centers for stabilization of individuals in crisis, professionals trained to deal with homelessness issues, capacity for long-term case management, and behavioral health treatment capacity.

### **Existing Resources in Bellingham / Whatcom County**

Fortunately, Whatcom County has created a number of these support systems that could either work with or be integrated into a new response system. These include a crisis stabilization facility, slated to be operational in the fall of this year.<sup>1</sup> This facility will serve as a temporary location for stabilization and short-term treatment and could receive individuals from a new program, from EMS -- and the police, in

cases where law enforcement makes direct contact with an individual for various reasons and where such a drop-off is appropriate. Other supportive programs exist, such as the GRACE program for high utilizers of 911, ER services, and people who have frequent non-criminal contact with police.<sup>2</sup> A Community Paramedic program, initiated in Bellingham but extended by the creation of a similar program in Ferndale, works with individuals who are extremely frequent callers of 911 for problems best managed outside the emergency system.<sup>3</sup> Our local Homeless Outreach Team (HOT Team) could also support a program.

### **Initial Program Design Questions**

One early program design question will include examination of how a new program will be integrated with these existing alternative response programs and facilities. Program design questions include:

- How should the community be involved in designing a new system?
- What is the profile of issues not requiring police response in our community, and what type of expertise would best respond to these local needs?
- How would a new program interface with the police for calls that escalate into violence?
- What levels of salaries and benefits would be needed to ensure recruitment and retention of qualified program staff?
- Can a Countywide program be developed?
- Should a program be run by a public agency or be a partnership with a community organization?
- To what extent would any of the functions of a new response system be duplicative of existing programs? If duplications exist, how can these functions be parsed out or coordinated to result in an optimal division of labor and seamless operations?

### **Areas for Further Analysis**

- Examination of 911 data to determine volume of calls not requiring a police or EMS response, to create a profile of need and estimate likely needed program capacity.
- Understanding the methodology used by existing programs to triage 911 calls to ensure that calls go to the right program
- Development of a staffing profile to fit the needs of our community.
- Analysis of the capacity of existing treatment and housing programs to handle the volume from a new system – including identification of capacity gaps and a plan to fill them
- Continue tracking of program development in additional cities (e.g. Olympia, WA; Austin, TX; St. Petersburg, FL; Berkeley, CA; etc.) that are in the early stages of developing similar programs to understand additional program design ideas that could be appropriate for our area.

See the following pages for a brief description of some of the programs referenced in this Memo.

## Alternative to Police Response Program Examples – Existing and New Programs

Locality	Brief Description	Outcomes information (if applicable)	Links for more information:
<b>Albuquerque, NM –</b> Albuquerque Community Safety Department	A new department will be created to field 911 calls on homelessness, addiction, and mental health. Responders will include staff with expertise on housing and homelessness, violence prevention, and mental health. The department will provide an alternative pathway to response by paramedics, firefighters, or police. The program is expected to be funded with reallocation of existing dollars, drawing from the Police Department, Fire Rescue, Family and Community Services, and the Department of Municipal Development. The new program builds on some prior efforts including creation of a “Crisis outreach and support team” in the fire department that now fields around 15,000 calls for homeless and behavioral health issue response that previously went to the police. The city also has a homeless outreach team in place. The new department is scheduled to begin operations sometime in 2021.	Not applicable – Program not created yet	<a href="https://www.cabq.gov/mayor/news/mayor-tim-keller-to-refocus-millions-in-public-safety-resources-with-first-of-its-kind-civilian-response-department">https://www.cabq.gov/mayor/news/mayor-tim-keller-to-refocus-millions-in-public-safety-resources-with-first-of-its-kind-civilian-response-department</a>  <a href="https://www.cabq.gov/acs">https://www.cabq.gov/acs</a>  <a href="https://www.washingtonpost.com/nation/2020/06/15/wake-calls-defund-police-albuquerque-creates-an-alternative-department/">https://www.washingtonpost.com/nation/2020/06/15/wake-calls-defund-police-albuquerque-creates-an-alternative-department/</a>  <a href="https://www.krqe.com/health/coronavirus-new-mexico/mayor-keller-to-announce-new-step-in-albuquerque-public-safety-on-monday/">https://www.krqe.com/health/coronavirus-new-mexico/mayor-keller-to-announce-new-step-in-albuquerque-public-safety-on-monday/</a>
<b>Denver, CO –</b> STAR (Support Team Assisted Response)	Community advocates and the City of Denver have worked together to create a pilot program called the Support Team Assisted Response (STAR) that provides services for mental health, substance use, and other public health issues. The program will be run for 6 or more months in central Denver and will later be expanded to the rest of the city. The pilot is being funded by a grant of \$208,141 from the Caring for Denver Foundation, which was created by voters in 2018 to address mental health and substance use disorder needs. A van with a health clinician and a paramedic is being dispatched to provide free medical care, first aid, or mental health support for emergencies such as drug overdoses, mental illness issues. Staff are dispatched through Denver’s 911 communications center and from the City’s non-emergency line. All services require participant consent. Currently the program is <i>not</i> 24/7.	Not applicable – New program	<a href="http://www.denverjusticeproject.org/2020/06/08/press-release-alternative-public-health-emergency-response-pilot-launches-in-denver/">http://www.denverjusticeproject.org/2020/06/08/press-release-alternative-public-health-emergency-response-pilot-launches-in-denver/</a>  <a href="https://denverite.com/2020/06/08/a-long-planned-program-to-remove-police-from-some-911-calls-launched-as-denvers-streets-erupted-in-police-brutality-protests/">https://denverite.com/2020/06/08/a-long-planned-program-to-remove-police-from-some-911-calls-launched-as-denvers-streets-erupted-in-police-brutality-protests/</a>  <a href="https://www.pewtrusts.org/en/research-and-analysis/blogs/stateline/2020/06/23/if-the-police-arent-needed-lets-leave-them-out-completely">https://www.pewtrusts.org/en/research-and-analysis/blogs/stateline/2020/06/23/if-the-police-arent-needed-lets-leave-them-out-completely</a>  <a href="https://caring4denver.org/about/updates/">https://caring4denver.org/about/updates/</a>

<b>Durham, NC</b>	Durham has started a process to review 911 calls to see which ones can be diverted to other services. The City Council set aside \$1 million to start to develop alternatives. The City will set up a Community Safety and Wellness Task Force to help develop new programs. The proposal originated with the Durham Beyond Policing Coalition. Proposals that may be considered include creation of a City Department of Community Safety to create a non-police response capacity, and the creation of an Office of Violence Prevention.	Not applicable – Program not created yet	<a href="https://www.newsobserver.com/news/local/counties/durham-county/article243542172.html">https://www.newsobserver.com/news/local/counties/durham-county/article243542172.html</a>  <a href="https://9thstreetjournal.org/2020/07/06/durham-community-task-force-to-assess-community-safety-policing/">https://9thstreetjournal.org/2020/07/06/durham-community-task-force-to-assess-community-safety-policing/</a>  <a href="https://durhambeyondpolicing.org/wp-content/uploads/2019/07/Durham-Beyond-Policing-Budget-Proposal-2019-2020.pdf">https://durhambeyondpolicing.org/wp-content/uploads/2019/07/Durham-Beyond-Policing-Budget-Proposal-2019-2020.pdf</a>
<b>Eugene/Spring field, OR – CAHOOTS (Crisis Assistance Helping Out On The Streets)</b>	CAHOOTS is a program based in a health care clinic (White Bird Clinic) with mobile response teams that respond to 911 calls that are not appropriate for law enforcement. The program also diverts a substantial number of calls from EMS. The team is available 24/7. A medic and a mental health worker are dispatched for calls such as welfare checks or potential overdoses. The program uses trauma-informed de-escalation and harm reduction techniques, and team members receive over 500 hours of training in de-escalation techniques and crisis intervention. The program costs approximately \$2 million to operate annually. Calls for service have escalated every year since 2014, with a particularly large increase in 2019. The program is supported by a wide array of community programs and services, many located in the clinic itself. These include 24-hour crisis service, counseling, outpatient drug and alcohol treatment, a human services information and referral center, and homeless case management.	The teams handled 18% of the 133,000 calls to 911 in 2019. Out of these, police were called for backup 150 times. The program handles more than 50% of all area welfare check and transport to services calls. The program has saved an estimated average of \$8.5 million annually on public safety costs over the 2014-2017 period, and in 2019 saved \$14 million on ambulance and ER treatment.	<a href="https://www.hcn.org/issues/52.7/public-health-theres-already-an-alternative-to-calling-the-police">https://www.hcn.org/issues/52.7/public-health-theres-already-an-alternative-to-calling-the-police</a>  <a href="https://www.latimes.com/world-nation/story/2020-06-12/portland-eugene-defund-police-alternative">https://www.latimes.com/world-nation/story/2020-06-12/portland-eugene-defund-police-alternative</a>  <a href="https://whitebirdclinic.org/services/cahoots/">https://whitebirdclinic.org/services/cahoots/</a>  <a href="https://whitebirdclinic.org/wp-content/uploads/2020/06/CAHOOTS-Media-Guide-20200624.pdf">https://whitebirdclinic.org/wp-content/uploads/2020/06/CAHOOTS-Media-Guide-20200624.pdf</a>  <a href="https://www.cnn.com/2020/07/05/us/cahoots-replace-police-mental-health-trnd/index.html?utm_source=pocket-newtab">https://www.cnn.com/2020/07/05/us/cahoots-replace-police-mental-health-trnd/index.html?utm_source=pocket-newtab</a>  <a href="https://www.registerguard.com/news/20200705/nation-looks-for-cahoots-blueprint-while-locals-want-more-of-its-services">https://www.registerguard.com/news/20200705/nation-looks-for-cahoots-blueprint-while-locals-want-more-of-its-services</a>

<b>Oakland, CA –</b> MACRO (Mobile Assistance Community Responders of Oakland)	Proposed pilot program would respond to some 911 calls with a counselor and an EMT instead of police. Funding is proposed to come out of the police budget.	Not applicable – Program not created yet	<a href="https://www.kron4.com/news/bay-area/oakland-considers-policing-model-involving-civilians-responding-to-specific-911-calls/">https://www.kron4.com/news/bay-area/oakland-considers-policing-model-involving-civilians-responding-to-specific-911-calls/</a>  <a href="https://www.vox.com/future-perfect/2019/7/1/20677523/mental-health-police-cahoots-oregon-oakland-sweden">https://www.vox.com/future-perfect/2019/7/1/20677523/mental-health-police-cahoots-oregon-oakland-sweden</a>
<b>Portland, OR –</b> Portland Street Response	Portland Street Response, just funded by the Portland City Council with \$4.8 million, would create teams of medics and peer support specialists with training in de-escalation and behavioral health, to be dispatched on calls related to street homelessness and public disorder. The current funding is enough to eventually create 6 units operating 24/7. However, initial deployment will be in one neighborhood, from 10 AM to 6 PM M-F. Portland Fire and rescue will staff the first unit. The program was originally slated to start in Fall 2020 but will be delayed until 2021 because of COVID-related delays in the hiring process, and the need to provide extensive training to the new staff.	Not applicable – New program	<a href="https://portlandstreetresponse.org/#read">https://portlandstreetresponse.org/#read</a>  <a href="https://www.portlandmercury.com/blogtown/2020/06/17/28550006/portland-city-council-approves-3-reduction-in-police-budget">https://www.portlandmercury.com/blogtown/2020/06/17/28550006/portland-city-council-approves-3-reduction-in-police-budget</a>  <a href="https://www.streetroots.org/news/2020/06/18/portland-street-response-funded-and-its-success-all-us">https://www.streetroots.org/news/2020/06/18/portland-street-response-funded-and-its-success-all-us</a>  <a href="https://portlandstreetresponse.org/wp-content/uploads/2019/04/Portland-Street-Response-%C2%A9-Street-Roots.pdf">https://portlandstreetresponse.org/wp-content/uploads/2019/04/Portland-Street-Response-%C2%A9-Street-Roots.pdf</a>  <a href="https://www.streetroots.org/news/2019/11/22/portland-street-response-city-piloting-success-and-fewer-obstacles">https://www.streetroots.org/news/2019/11/22/portland-street-response-city-piloting-success-and-fewer-obstacles</a>  <a href="https://www.kgw.com/article/news/local/portland-street-response-team-delayed-february-2021/283-823f5794-44d4-4c11-94df-73f05cd13203">https://www.kgw.com/article/news/local/portland-street-response-team-delayed-february-2021/283-823f5794-44d4-4c11-94df-73f05cd13203</a>

### Notes

<sup>1</sup> Whatcom County, “Crisis Stabilization Facility,” <https://whatcomcounty.us/2075/Crisis-Stabilization-Facility>

<sup>2</sup> Whatcom County, “GRACE Program,” <https://whatcomcounty.us/2797/GRACE>

<sup>3</sup> City of Bellingham, “Community Paramedic,” <https://cob.org/gov/dept/fire/community-paramedic>



# PORTLAND STREET RESPONSE

- *Not every call requires a badge and a gun*
- *Not every crisis has to end in handcuffs*
- *It's time for a better response*

## GOAL

Reduce police responses to calls for service involving people experiencing homelessness and behavioral health crises in public spaces.

## WHAT THIS IS

With input from various public officials and agencies, and from our position as an organization that works with people experiencing homelessness, we've imagined a street response team that would alleviate the drain on police resources and serve as an appropriate and compassionate response to crises on the streets.

## HOW IT WORKS

Teams of medics and peer support specialists with specialized training in de-escalation and behavioral health would be dispatched on calls related to street homelessness and public disorder 24 hours a day, seven days a week.

Peer support specialists would have personal experience with mental health, homelessness or addictions issues and a working knowledge of how to connect people with programs that initiate services. Medics would be able to respond to non-life-threatening medical issues, and together, teams would provide a compassionate alternative to police response to calls for unwanted persons, behavioral health issues, low-priority incidents at camps and other situations that arise on the streets.

Portland Street Response would have the ability to transport individuals to shelters, drop-in centers, clinics and other destinations on a voluntary basis.

## PRESENCE & TRUST BUILDING

Teams would be recognizable, in logoed vans stocked with first-aid supplies, water, naloxone, hygiene items and other tools. When not responding to calls, they would perform outreach, teaching camp safety and addressing medical concerns among the populations they serve.

## COST

At most, each 24-hour unit would cost about \$800,000 annually, including salary and operating costs. If six units\* operated around the clock every day, the program would cost about \$4.8 million per year.\*\*

A street response team would be a public safety and first responder program and, as such, should not take dollars away from programs aimed at fixing the root causes of homelessness.

## FUNDING

Portland already spends the money it would cost to implement a street response team to respond to street homelessness in a disjointed fashion, in part through the reallocated hours spent among various bureaus. Additionally, funding slated for a pilot project through the police bureau to address low-priority calls could be diverted to a non-law-enforcement approach instead.

## OPERATOR & PARTNER AGENCY

Portland Street Response would be dispatched through the Bureau of Emergency Communications on calls involving street homelessness and behavioral health issues that come in through 911 and police non-emergency. Police would continue to handle calls with a criminal nexus.

Portland Fire & Rescue has the infrastructure in place to take on the role of partner agency to Portland Street Response, with teams serving as an expansion of the bureau's CHAT (Community Health Assessment Team) program or as a third-party organization contracted through the fire department.

Medics and peer support specialists would be hired or recruited based in part on their desire to work with and show compassion for people experiencing homelessness. These teams would undergo training from Eugene's CAHOOTS, which has expressed a desire to help with this component.

## ADDITIONAL RESOURCES

Portland Street Response will need additional tools in the community to be successful. This will require follow-through and investment from the city and county on shelters, drop-in centers and other wrap-around service providers that can offer drop-off locations teams can utilize when an individual needs to be removed from a problematic situation or is interested in seeking mental health or substance abuse treatment.

\*Street Roots estimates six teams would allow for prompt response and outreach availability, but additional data analysis will be needed.

\*\*This figure does not include start-up costs. This estimate is based on Portland Fire & Rescue's cost of operating its Rapid Response Vehicle teams, of which roughly \$500,000 is salary and benefits.



# Crisis Assistance Helping Out On The Streets

White Bird Clinic  
Eugene, Oregon

MEDIA GUIDE 2020



Mental Health First Response  
and Mobile Crisis Intervention  
since 1989



# WHAT IS CAHOOTS?

31 years ago the City of Eugene, Oregon developed an innovative community-based public safety system to provide mental health first response for crises involving mental illness, homelessness, and addiction. White Bird Clinic launched CAHOOTS (Crisis Assistance Helping Out On The Streets) as a community policing initiative in 1989.

The CAHOOTS model has been in the spotlight recently as our nation struggles to re-imagine public safety. The program mobilizes two-person teams consisting of a medic (a nurse, paramedic, or EMT) and a crisis worker who has substantial training and experience in the mental health field. The CAHOOTS teams deal with a wide range of mental health related crises, including conflict resolution, welfare checks, substance abuse, suicide threats, and more, relying on trauma-informed de-escalation and harm reduction techniques. CAHOOTS staff are not law enforcement officers and do not carry weapons; their training and experience are the tools they use to ensure a non-violent resolution of crisis situations. They also handle non-emergent medical issues, avoiding costly ambulance transport and emergency room treatment.

A November 2016 study published in the American Journal of Preventative Medicine estimated that 20% to 50% of fatal encounters with law enforcement involved an individual with a mental illness. The CAHOOTS model demonstrates that these fatal encounters are not inevitable. Last year, out of a total of roughly 24,000 CAHOOTS calls, police backup was requested only 150 times.

The cost savings are considerable. The CAHOOTS program budget is about \$2.1 million annually, while the combined annual budgets for the Eugene and Springfield police departments are \$90 million. In 2017, the CAHOOTS teams answered 17% of the Eugene Police Department's overall call volume. The program saves the city of Eugene an estimated \$8.5 million in public safety spending annually.

CAHOOTS calls come to Eugene's 911 system or the police non-emergency number. Dispatchers are trained to recognize non-violent situations with a behavioral health component, and route those calls to CAHOOTS. A team will respond, assess the situation and provide immediate stabilization in case of urgent medical need or psychological crisis, assessment, information, referral, advocacy and, when warranted, transportation to the next step in treatment.

White Bird's CAHOOTS provides consulting and strategic guidance to communities across the nation that are seeking to replicate CAHOOTS' model.

**MEDIA CONTACT: If you would like more information about CAHOOTS, have an interview request, or would like to speak with us, please contact:**

Loretta McNally  
Public Information Officer, White Bird Clinic  
Eugene, OR  
[media@whitebirdclinic.org](mailto:media@whitebirdclinic.org)

# QUICK FACTS ABOUT CAHOOTS:

## 31 YEARS OF CRISIS RESPONSE IN EUGENE AND SPRINGFIELD

- *In 1989, the City of Eugene diversified public safety spending by creating a human services partnership with White Bird Clinic's CAHOOTS program.*
- *CAHOOTS is part of Eugene and Springfield's emergency response system and is dispatched by EPD & SPD.*
- *CAHOOTS supports Eugene and Springfield Police Departments by responding to crisis situations, other situations needing de-escalation, behavioral and mental health concerns, intoxication calls, welfare checks, and even death notices.*
- *Last year CAHOOTS handled more than 24,000 calls, about 20% of the calls dispatched by 911. CAHOOTS teams called for police backup 250 times.*
- *CAHOOTS teams are comprised of a medic (either a nurse or EMT) and a crisis worker experienced in behavioral health.*
- *All team members complete over 500 hours of training that emphasizes de-escalation and crisis intervention to resolve situations where a social service response is more appropriate than a police response.*
- *CAHOOTS workers are not trained to be police and they do not have the same powers as police. CAHOOTS staff is unarmed.*
- *CAHOOTS receives funding from Eugene and Springfield city governments, a coordinated care organization, and donors.*
- *CAHOOTS has saved an estimated average of \$8.M on public safety and \$14M for ambulance/emergency room treatment annually.*

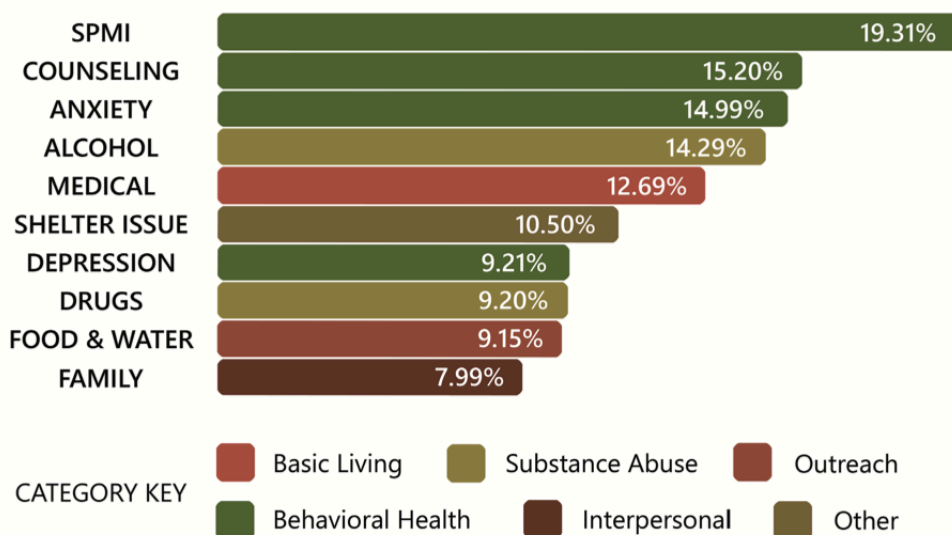


# CAHOOTS RESPONSE DATA 2014–2019

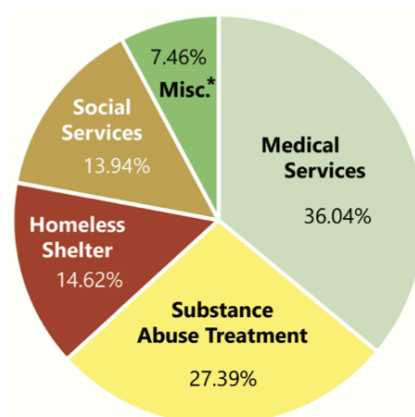
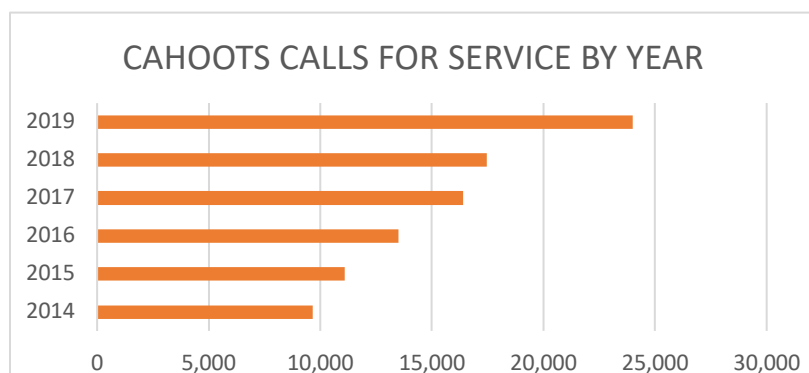
We respond to a diverse range of calls, including non-emergency medical care, counseling for people in crisis, welfare checks and requests for transportation to social services, substance abuse treatment facilities, and medical care providers. More than 60% of our clients are homeless, and 30% live with severe and persistent mental illness (SPMI).

In 2019, CAHOOTS responded to 24,000 calls for assistance, and of these only 150 calls required backup from the police department.

## Predominant CAHOOTS Call Factors



## Transportation Calls





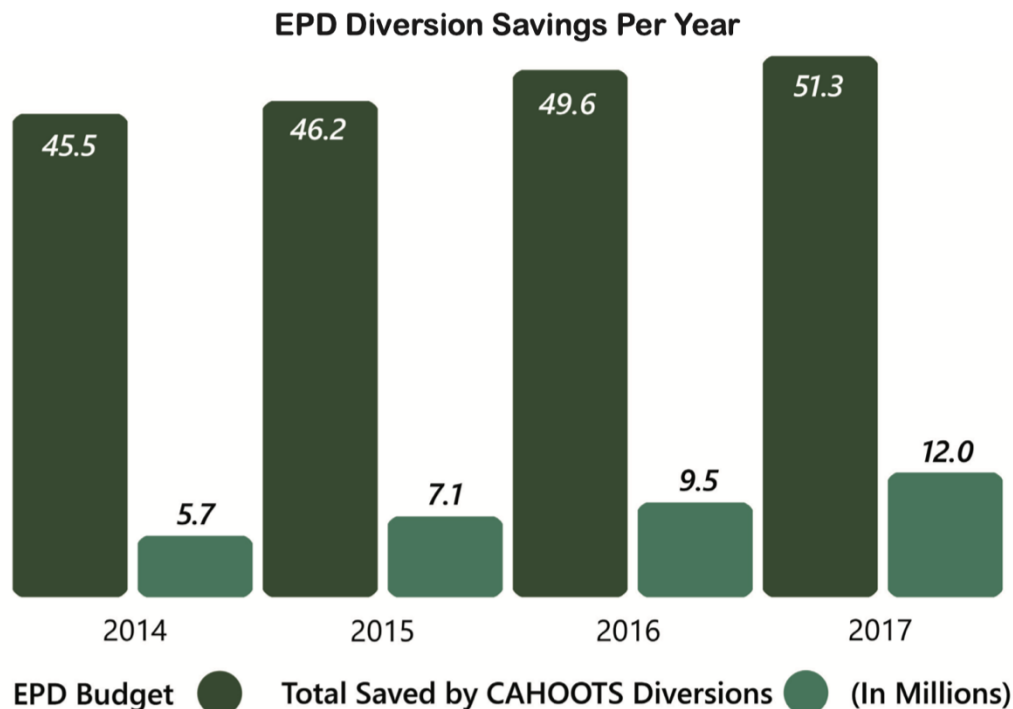
# MOBILE CRISIS INTERVENTION

## Saves Money for Police & Emergency Management Services

CAHOOTS was not designed to replace policing; CAHOOTS team members are not law enforcement officers and do not carry weapons. Instead, CAHOOTS offers a service that responds to non-violent crises so police don't have to. The most common types of calls diverted to CAHOOTS from the police are welfare checks (32.5% of all CAHOOTS calls), public assistance (66.3%), and transportation to services (34.8%). Some of these crisis responses involve more than one call type.

By diverting crisis calls that can be more appropriately handled by a CAHOOTS team, the CAHOOTS program takes a substantial load off of Eugene Police Department (EPD) and saves taxpayers an average of \$8.5 million every year.

CAHOOTS' efforts focus on a set of problem areas that otherwise would take up a lot of police time and attention. Police training also doesn't provide adequate preparation for dealing with mental health, homelessness and other front-line social interventions. The CAHOOTS model provides a comprehensive solution that allows the police department to focus on law enforcement issues while ensuring that appropriately trained responders are dispatched for each unique situation.



*The EPD quotes \$800 per police response.\* Using the number of calls that would otherwise be handled by police, including suicide risk, homicide risk, self harm, intoxication, rage, welfare, and transport, CAHOOTS has saved the EPD an average of \$8.5 million each year from 2014-2017.*

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\*[www.eugene-or.gov/DocumentCenter/View/10635](http://www.eugene-or.gov/DocumentCenter/View/10635)

## CAHOOTS EMS SAVINGS

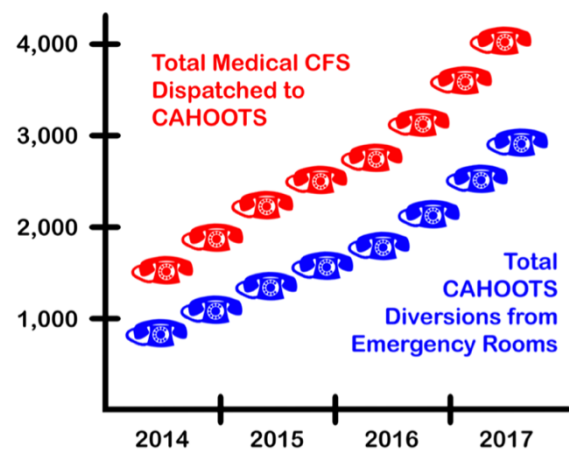
CAHOOTS is also able to attend to non-emergency medical calls that would have otherwise been responded to by Emergency Medical Services (EMS). CAHOOTS can respond to suicide or self-harm calls, calls for basic medical treatment such as wound cleaning, and provide assistance for clients who are presenting as disoriented or delusional with an alert and oriented level of less than 4, or who have other symptoms of psychosis. Treating these symptoms in the field prevents infections, which are common among homeless populations (as many have no way of keeping wounds clean). This in turn also keeps patients out of the emergency room in the long term.

In 2019,  
The CAHOOTS  
program saved roughly  
**\$14 Million**  
in emergency medical  
systems costs,  
including ambulance  
transport and emergency room  
services

## EMERGENCY ROOM DIVERSION

CAHOOTS teams divert a large number of medical calls for service from Fire/EMS and/or the emergency room, transporting or treating according to need.

- Primary Assessment
- Wound Care
- Medication Management
- Substance Use Disorders
- Suicidal Ideation/Risk Assessment
- Failure to Thrive
- Isolation and Loneliness
- Lift Assists
- Chronic Utilizers/Frequent Flyers



# REPLICATING THE CAHOOTS MODEL

## Mobile Crisis Program Consultations & Guidance

*White Bird Clinic's CAHOOTS mobile crisis response is being recognized as an important and innovative public/private partnership delivering crisis and community health first response effectively and at significant cost savings. Communities across the country are requesting training and strategic guidance in order to replicate the CAHOOTS model.*

In November 2018, the Wall Street Journal published *When Mental Health Experts, Not Police, Are the First Responders*, an article that showcased CAHOOTS as an innovative model for reducing the risk of violent civilian/police encounters.

White Bird has been assisting other communities in the Pacific Northwest for years; publication of the WSJ article put CAHOOTS in the national spotlight for the first time.

CAHOOTS focuses exclusively on meeting the medical and mental health needs of the community, making it both more economical and more effective than traditional models involving agencies with a much larger scope of responsibility. The CAHOOTS model ensures that medical and behavioral health care are integrated from the onset of intervention and treatment, adding to the efficacy and economy of the model.

The CAHOOTS model cannot be replicated with a cookie-cutter approach; the program's efficacy is dependent on a community's existing human services network. There are three underlying factors that support our success in Eugene, Oregon:

- 1) A robust human services network.
- 2) Trust of the population we serve, based on our 50-year history in the community.
- 3) A community culture of care and compassion supporting this kind of response to struggling community members.

Currently, CAHOOTS is working closely with the communities of Olympia, WA and Denver, CO on implementing a mobile crisis response program.

In addition, we are poised to assist with the initial development of programs in:

- Western Lane County, OR
- Roseburg, OR
- Coos Bay, OR
- San Francisco, CA
- Albuquerque, NM
- Indianapolis, IN
- Hartford, CN
- New York, NY

CAHOOTS offers a variety of consulting services that can be tailored to address the specific needs of a community. Interested parties can travel to Eugene to observe CAHOOTS in the field, or CAHOOTS teams can travel to other locales to conduct field training with local patrol, fire/EMS, or dispatch personnel.

Other services include development of training materials and operating manuals for community mobile crisis response programs, policy development, training in classroom setting, advising on best practices and service delivery, assistance with hiring and interviewing, other technical advisory/assistance and ongoing program support.



## ABOUT WHITE BIRD CLINIC

For more than fifty years, White Bird Clinic has helped individuals to gain control of their social, emotional and physical well-being through direct service, education and community. The clinic is a Federally Qualified Health Center committed to providing accessible, patient-centered human services. White Bird opened in 1969 as a grassroots free clinic organized by student activists and concerned practitioners, offering a crisis hotline and medical care for counter-culture youth in Eugene. Throughout fifty years of service, White Bird has continuously grown in response to community need.



White Bird's program model capitalizes on the wide variety of services offered, allowing it to provide comprehensive integrated care by treating the whole person. The clinic operates ten programs, including: a medical clinic, 24-hour crisis service, counseling, outpatient drug and alcohol treatment, a human services information and referral center, homeless case management, CAHOOTS mobile crisis intervention, dental clinic, OHP and benefits enrollment, and mental health outreach in schools. When low income, unhoused community members have an unmet need, White Bird adds or expands services in response. Recent accomplishments include opening a new crisis center that offers walk-in services and a 24/7 crisis hotline, expanding the main medical clinic's hours and adding a street medicine service, and building a new dental clinic that increases capacity by 70%. An in-home end of life counseling service was launched in addition to a care coordination team that supports patients with complex needs.

*For more information about White Bird Clinic:*

<https://whitebirdclinic.org/>

*For links to articles and other media about the CAHOOTS program:*

<https://whitebirdclinic.org/services/cahoots/cahoots-in-the-news/>

*If you would like more information about CAHOOTS, have an interview request, or would like to speak with us, please contact:*

Loretta McNally

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Eugene, OR

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## **Press Release: DJP Helps Launch Alternative Public Health Emergency Response Pilot In Denver**

denverjusticeproject June 8, 2020 [Press Release](#)

Some Denverites can now call 911 to get help from a mental health professional and paramedic instead of police in an emergency

FOR IMMEDIATE RELEASE — June 8, 2020

Contacts:

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Denver, CO – On Monday, June 1st, an alternative emergency response service for mental health, substance use, and other public health emergencies was dispatched for the first time in Denver as part of a pilot program known as Support Team Assisted Response (STAR) that will be run for 6



months in central Denver before its intended expansion to the rest of the city. The STAR service is a mobile crisis intervention in which a van carrying a mental health clinician and a paramedic is dispatched to provide free medical care, first aid, or mental health support for a broad range of non-criminal emergencies such as drug overdoses, suicidal individuals, mental illness problems, intoxication, and more. The STAR service is dispatched through Denver's 911 communications center, and it is intended to divert these types of calls away from police officers and toward mental health and medical professionals. The new initiative is modeled on the Crisis Assistance Helping Out in The Streets (CAHOOTS) program in Eugene, Oregon which has been staffed and managed by local social service agency White Bird Clinic since 1989.

During its first week, STAR personnel have already conducted welfare checks, provided support to individuals experiencing suicidal ideation, reconnected people with their community service providers, and assisted with other types of crisis situations. The STAR van has been and will continue to be dispatched to support both people experiencing homelessness and those living in personal residences. STAR's unarmed personnel have no law enforcement function or authority and offer all services and transportation on a purely voluntary and confidential basis to the recipients.

For its initial 6 months, this pilot program will only operate in the central downtown area (broadly, from York St. to I-25 east to west and 38th St. / 40th Ave. to 6th Avenue north to south) and along the South Broadway corridor to Mississippi Ave., with service also being provided to the temporary shelters at the Denver Coliseum and National Western Complex. As of now, the STAR service will be available in these areas between 10am-6pm, which is when the highest volume of public health emergency calls are received by Denver 911, though different hours of service may be experimented with during the pilot.

During the pilot, the STAR alternative response vans will be staffed by mental health clinicians from Mental Health Center of Denver and paramedics from Denver Health who will be dispatched in response to calls received by Denver's 911 communications center, or calls received from Denver's non-emergency line at 720-913-2000. Though the pilot, funded by the taxpayers of Denver through the Caring for Denver Foundation, will be limited in its area and hours of service while data is collected and supporting partnerships grow, the hope is for the service to eventually be scaled up to serve the entire City & County of Denver 24 hours a day, 7 days a week, and that it would be staffed and supported by community-based health provider organizations, clinics, and agencies.

While the STAR alternative response pilot was never intended to be rolled out in the midst of recent protests against police violence and had been in planning for years before them, its launch is nonetheless timely, as communities seek concrete methods for ending our city's and our nation's reliance on policing and the broken criminal justice system to address public health problems. The community groups advocating for a program like STAR in Denver have intended for it to handle calls that would otherwise be responded to by police, diverting such calls away from law enforcement-oriented responders who have been inappropriately tasked to be defacto social workers when they are first to the scene of a mental health crisis, and instead ensuring that the more appropriate mental and physical health experts will be the first on the scene.

"In our view, the STAR program is really a form of preventative medicine for police violence," said Roshan Bliss, co-chair of the Denver Justice Project. "It is a tangible demonstration that communities can and should create models to handle public safety without relying on police who

have been inappropriately been given responsibility for responding to many social problems, and we hope that more such alternatives will continue to be created here in Denver.”

Vinnie Cervantes with Denver Alliance for Street Health Response (DASHR) noted that the launch of this pilot program is welcome progress for the effort overall. “DASHR has been organizing a community coalition to make a program like CAHOOTS possible in Denver since 2018. We insist that a program like this must be community-owned and led and DASHR will work to ensure that happens while envisioning the launch of a full program when the pilot is done. We are excited to see this launch and determined to keep working.”

Lisa Raville from Harm Reduction Action Center said, “STAR is a harm reduction intervention that provides for a healthier and safer Denver. STAR is about getting the right people to the right scene for de-escalation efforts, reducing incarceration, and providing proper care. We believe this program to be a true game changer in our community and are incredibly supportive of this initiative.”

The STAR alternative response initiative program’s pilot launch is the result of years of advocacy and planning from a constellation of community organizations and service providers that began in 2017 at a community forum called “It Doesn’t Have to Be Like This,” the Denver Justice Project hosted (DJP), aimed at highlighting serious alternatives to police, prisons, and the broken judicial system. A video address from staff of the White Bird Clinic served as the event’s keynote to highlight the CAHOOTS model as an alternative to police-based emergency responses, and the group committed to working toward importing the model to Denver. DJP helped coordinate a trip to Eugene for a delegation of representatives from community groups, social service providers, and Denver’s emergency response system to learn directly from White Bird Clinic about the CAHOOTS service in May of 2019. A working group of stakeholders was formed shortly after the trip that has planned and coordinated the pilot launch, and the same group will oversee the pilot and continue to plan for its eventual city-wide expansion. The STAR initiative has been supported by several members of Denver City Council members and leaders from the Denver Safety Department, including Chief Paul Pazen who has committed the Denver Police Department’s full cooperation with the new service since the beginning of his tenure.

“As a parent and community member I am relieved and excited for the STAR program to launch,” said Janet van der Laak, who has a son living with severe mental illness. “This program will provide a safe alternative for mental health response. This will eliminate police contact and keep people like my son from being caught in the vicious cycle of the judicial system.”

<http://www.denverjusticeproject.org/2020/06/08/press-release-alternative-public-health-emergency-response-pilot-launches-in-denver/>

# Mayor Tim Keller to Refocus Millions in Public Safety Resources with First-of-Its-Kind Civilian Response Department

**Albuquerque Community Safety department will restructure thousands of calls on homelessness, addiction and mental health into the hands of trained professionals; keep officers focused on core police work and reform efforts.**

June 15, 2020

In a groundbreaking first that puts our community at the forefront of a national conversation on public safety, Mayor Tim Keller announced today that he is creating a third department of first responders at the City of Albuquerque. Albuquerque Community Safety, a cabinet-level department, will serve alongside the Albuquerque Police Department and Albuquerque Fire Rescue to deliver a civilian-staffed, public health approach to safety. The new department is the culmination of two years of preliminary work to change the way Albuquerque handles public safety, and comes amid nationwide calls to move resources away from armed police response as a one-size-fits-all answer.

Albuquerque Community Safety (ACS) will include trained professionals such as social workers, housing and homelessness specialists, violence prevention and diversion program experts. The department will give 9-1-1 dispatch an option when a community safety response is more appropriate than a paramedic, fire-fighter, or armed police officer. The City will be working with community members, experts and City Councilors over the next two months to map out the details of the department, which will reallocate millions of dollars. These efforts will bolster expanded investments in violence intervention, diversion programs and treatment initiatives.

“While many cities are only now waking up to these issues, Albuquerque is well into its police reform process and we decided to tackle these tough questions head on when we took office. For years, we’ve heard the public calling for a better solution for de-escalation and more officers for community policing, and we have been listening. It’s time we stop asking officers to do everything, and time we get people the help they need instead of sending armed officers to knock on their door,” said Mayor Tim Keller. “We’re creating a third branch of first responders – alongside our police and fire departments - to deliver a civilian public health approach to public safety. Through the Albuquerque Community Safety department, we’re creating an innovative model that reflects our city’s current situation. We want to send the right resource to the right call—especially where a social worker or trained professional can connect people with the services they need, instead of simply taking folks to jail or the hospital, which have been the only choices until now.”

Over the last two years, the City has been working to transform its approach to public safety. That process began with new leadership at the Police Department and embracing the process of DOJ reforms. The administration created a dedicated compliance department, reformed internal affairs investigations, overhauled department use of force policies, implemented cultural competency and ethical policing training, and launched violence intervention and diversion

programs to keep young people out of the criminal justice system. The administration has also been focused on reducing gun violence, which is a key denominator in violent crime.

The City has been piloting the shift of some responses out of police and fire, including homeless encampment outreach and “down and out” calls. Mayor Keller also created the first Office of Equity and Inclusion and the Office of Civil Rights and invested millions annually in youth programs and infrastructure in parts of town that have been historically underserved.

Chief Administrative Officer Sarita Nair said, “Our community and our officers agree that some calls are more appropriate for non-police personnel equipped with the right resources and expertise. We’ve had some early successes innovating with new types of responses, including the more than 15,000 “down and out” calls we moved out of the Police Department over a year ago. The Albuquerque Community Safety department will continue to focus our resources more efficiently and effectively and is a key part of our response to the public calls for change.”

In a planning process that will take place over the next several months, the City will gather input from experts and the public on how to bring together this new department with resources currently spread across several areas, including Albuquerque Police Department, Albuquerque Fire Rescue, Family and Community Services, and the Department of Municipal Development.

When it begins operations, Albuquerque Community Safety department will help the City focus police efforts and resources on fighting violent crime, and fire fighters and paramedics on fires and medical emergencies. That should lead to decreased response times, as 9-1-1 dispatchers will have another tool in their toolbox to send trained professionals to respond to calls on homelessness, addiction, mental health, and other issues that do not present an immediate threat to public safety.

The Albuquerque Community Safety department will also more efficiently connect those in need with service providers that address underlying issues including housing or treatment for addiction and behavioral health. Just as the Albuquerque Fire Rescue department currently does, responders from the new department will call for police assistance if there is a threat to their own safety or the safety of others.

Albuquerque Police Department Chief Mike Geier said, “This new department will make Albuquerque safer. We have seen success when officers partner with behavioral health clinicians and social workers to address complicated cases involving people in crisis or child neglect and abuse. My officers are sent to a wide range of calls that do not need or benefit from a police response, and that takes away from time they could be doing community policing. Civilian expertise can make all the difference in resolving problems without the threat of arrest. And limiting the need for police involvement helps to build trust with the community and allow officers to focus on reducing crime.”

Albuquerque Fire Rescue Chief Paul Dow said, “It’s important to look at the system as a whole to ensure the right resources are being sent to the right calls. Based on early results on down and out calls, we already know this can make AFR more efficient and effective, and I expect ACS to help focus resources even further.”

Michelle Melendez, Director of the Office of Equity and Inclusion said, “The establishment of this new department acknowledges the mismatch between the social needs of people experiencing

non-violent crises in our community and the existing infrastructure that attempts to respond to those needs. A social work response, rooted in social justice, gives us a much better chance of connecting people with the help they need and getting better outcomes for people of color without involving law enforcement.”

City Councilor Lan Sena said, “I appreciate the administration for shedding light on this idea that is good for Albuquerque in the face of national challenges. This is just the start of the process and as a Councilor, I am committed to helping bring this to life through the upcoming budget process. The unique challenges that our city face require a nuanced approach that extends beyond the political rhetoric that can often be divisive; however, the issues at hand are more important than what drives us apart. This idea allows us to bring in community to have the important discussion and listen to their lived experiences while taking action to make a difference. We look forward to working together on this fundamental shift to our approach to public safety.”

To support this new approach to community safety, the City has initiated conversations with educational institutions to build a pipeline to hire the trained professionals who are needed in exchange for education funding or student loan repayment.

<https://www.cabq.gov/mayor/news/mayor-tim-keller-to-refocus-millions-in-public-safety-resources-with-first-of-its-kind-civilian-response-department>





### WHAT IT IS

**Investing in behavioral health and community**

**Shifting to a public health approach to poverty and trauma**

**Focusing police officers' time on violent crime**

**Investing in community policing, diversion programs and violence intervention**

**Emphasizing the core job description of police officers as 'guardians'**

**Investing resources in a non-police response**

**Responding to calls in a more cost-effective and sustainable way than police working alone**

**Building more than just another hotline or token gesture**



### WHAT IT IS NOT

**Not taking money away from core police work or existing reform efforts**

**Not turning away from our city's crime challenges**

**Not deprioritizing crime fighting**

**Not ignoring the shortage of officers in our department**

**Not burdening officers with more tasks not related to core job**

**Not ignoring the massive budget cuts that APD suffered in the last recession**

**Not asking police to do more and more without giving them more resources**

**Not pretending that people will stop calling 911 or needing a first responder**



# City Council Agenda Bill

22724

Bill Number

**Subject: An Ordinance Amending the 2019-2020 Biennial Budget Increasing Appropriations in the Claims and Litigation Fund**

Summary Statement: The attached ordinance would appropriate \$750,000 in the Claims and Litigation Fund from that fund's reserve. Over the past 18 months, the Claims and Litigation Fund has faced higher than anticipated expenses in claims and damages, outside legal services and insurance premiums. The budget requires additional appropriations to ensure the City's ability to respond to litigation and claims and pay the annual cost of excess liability insurance.

Previous Council Action: **Adoption of the 2019-2020 Biennial Budget; approval of various settlements and claims**

Fiscal Impact: **\$750,000**

Funding Source: **Claims and Litigation Fund**

Attachments: 1. STAFF MEMO  
2. ORDINANCE

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Vote Requested	8/24/2020	Vote to Approve	Forrest Longman, Deputy Finance Director	3 minutes

**Recommended Motion:**

**Council Committee:**  
Committee Of The Whole

**Agenda Bill Contact:**  
Forrest Longman, Deputy Finance Director 778-8005

**Council Action:**

Reviewed By	Department	Date
<i>Andrew D. Asbjornsen</i>	Finance Department	8/18/2020
<i>Peter M. Ruffatto</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020



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**MEMORANDUM**

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**TO:** BELLINGHAM CITY COUNCIL  
**FROM:** FORREST LONGMAN, DEPUTY FINANCE DIRECTOR  
**CC:** MAYOR SETH FLEETWOOD; PETER RUFFATO, CITY ATTORNEY  
**SUBJECT:** BUDGET AMENDMENT FOR CLAIMS AND LITIGATION FUND  
**DATE:** AUGUST 24, 2020

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The attached ordinance would appropriate \$750,000 in the Claims and Litigation fund from that fund's reserve. Prior to this action, the Claims and Litigation reserve was projected to end the year with \$4,800,000. The fund has nearly expended its entire two-year appropriation and requires additional appropriations.

Over the past 18 months, the Claims and Litigation fund has faced higher than anticipated expenses in three areas:

1. Judgements and Damages: budgeted for \$400,000 over the biennium and have cost \$740,000 to date, with additional settlements expected in the coming months.
2. Outside Legal Services: budgeted for \$185,000 and have cost \$236,000 to date, driven by the increased settlement activity.
3. Insurance: budgeted for \$1.17 million and has cost \$984,000 to date, with an insurance renewal due in October that is expected to exceed appropriations.

These expenses are typically budgeted based on the previous 3-5 years of experience with a minimal cost inflator. However, the actual expenses in a specific two-year period can vary significantly.

If passed by Council, the ordinance will amend the 2019-2020 Biennial Budget as follows:

**Fund 550 - Claims and Litigation Fund**

Expense

Judgements & Damages	\$ 600,000
Insurance	\$ 75,000
Legal Services	\$ 75,000
<b>TOTAL EXPENSE CHANGE</b>	<b>\$ 750,000</b>

**RESERVE CONTRIBUTION/(USE)**     \$ (750,000)

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

**AN ORDINANCE AMENDING THE 2019-2020 BIENNIAL BUDGET INCREASING  
APPROPRIATIONS IN THE CLAIMS AND LITIGATION FUND**

**WHEREAS**, the City Council established the Claims and Litigation fund to pay for claims, litigation expenses, administrative costs, insurance, settlements and judgements incurred; and

**WHEREAS**, the various funds and departments of the City contribute annually to the Claims and Litigation as an internal service; and

**WHEREAS**, the City Attorney keeps the Council apprised of significant claims and litigation against the City; and

**WHEREAS**, claims, settlements and judgements against the City have exceeded the assumptions built into the 2019-2020 Biennial Budget; and

**WHEREAS**, the Claims and Litigation Fund budget requires additional appropriations to ensure the City's ability to respond to litigation and claims and pay the annual cost of excess liability insurance.

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

The 2019-2020 Biennial Budget is hereby amended to increase appropriations within the Claims and Litigation Fund by \$750,000.

**PASSED** by the Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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

**APPROVED** by me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

**ATTEST:** \_\_\_\_\_

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

Finance Director

**APPROVED AS TO FORM:**

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Office of the City Attorney

Published:

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# City Council Agenda Bill

22725

Bill Number

Subject: **City Signature on a Rezone and Comprehensive Plan Amendment Docket Application**

Summary Statement: A project proponent has prepared a rezone and Comprehensive Plan Amendment docket application for the upcoming review cycle. The subject application includes two parcels that are not owned or under control of the proponent. One is owned by the Port of Bellingham and the other is owned by the City of Bellingham. In order to submit the docketing application, signatures from both entities are required. Signature by the City on the docketing application allows said application to be reviewed and considered through the legislative process, but does not constitute approval of the proposal itself. Staff seeks Council authorization for the Mayor to sign the docketing application on behalf of the City.

Previous Council Action: **None**

Fiscal Impact: **None**

Funding Source: **N/A**

Attachments: 1. STAFF MEMO  
2. DOCKET APPLICATION  
3. AERIAL PHOTO OF PROPERTY

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Direction Requested	8/24/2020	Provide Direction	Steve Sundin, PCDD	5 minutes

Recommended Motion:

Council Committee:  
Committee Of The Whole

Agenda Bill Contact:  
Steve Sundin, Planning and Community Development, 360-778-8300

Council Action:

Reviewed By	Department	Date
<i>Rick M. Sepler</i>	Planning & Community Development	8/17/2020
<i>Alan A. Marriner</i>	Legal	8/17/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020



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**MEMORANDUM**

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**TO:** CITY COUNCIL MEMBERS  
**FROM:** STEVEN SUNDIN, SENIOR PLANNER, PCDD  
**CC:** MAYOR SETH FLEETWOOD  
**SUBJECT:** COUNCIL DIRECTION TO MAYOR  
**DATE:** MARCH 27, 2020

A handwritten signature in blue ink, appearing to be "S", is written over the "FROM" line of the memorandum.

A project proponent is preparing a docketing application for a legislative rezone for review during the 2020 / 2021 comprehensive and neighborhood plan amendment and rezone cycle.

The City of Bellingham is one of the property owners within the proposed rezone area. The subject property is a fee-simple owned portion of 10<sup>th</sup> Street between Mill and Knox Avenues as shown on the attached aerial photograph.

The docketing application requires all property owners within a proposed rezone area to sign the application. Staff requests that City Council authorize the Mayor to sign the docketing application on the City's behalf.

Authorizing the Mayor to sign the docketing application does not approve the rezone request. Instead, it allows the proponent to finish preparing the application so that it can be submitted for review during the 2020 / 2021 docketing cycle. (Please note that the April 1 deadline date for such applications has been extended to a date yet to be determined due to the COVID-19 virus).



## Permit Center

210 Lottie Street, Bellingham, WA 98225

Phone: (360) 778-8300 Fax: (360) 778-8301 TTY: (360) 778-8382

Email: [permits@cob.org](mailto:permits@cob.org) Web: [www.cob.org/permits](http://www.cob.org/permits)

### COMPREHENSIVE / NEIGHBORHOOD PLAN AMENDMENT DOCKET APPLICATION FORM

TO BE COMPLETED BY STAFF: Date Received 3/25/2020 Case Number 26N2020-0002

Use this form to request docketing of a proposed Comprehensive Plan and or Neighborhood Plan amendment(s). Applications may be submitted at any time but must be received by **April 1** of each year for review during the following year. Please complete the following and attach additional pages as needed. Incomplete applications will not be accepted.

1. An application must include the following materials:

- ☒ Docket Application Form.
- ☒ Fee payment calculated at 10% of the total comprehensive plan amendment fee.\* The fee is not refunded if the proposal is not docketed. The fee is calculated as follows:

(a) Non-site specific Comprehensive / Neighborhood Plan amendments:

\$1,594 base fee + \$255 notice fee x 0.1 = \$185 due at docket application.

OR

(b) Site specific Comprehensive / Neighborhood Plan amendments:

\$1,594 base fee + \$255 notice fee + \$213 per acre over first acre (\$12,750 max.) x 0.1 = fee due at docket application. Final fees will be calculated at the time the application is submitted.

\*Recognized Neighborhood Associations are exempt from this fee.

2. Applicant: Dominion Sustainable Development Corporation Phone: 360 319 0898

Address: PO Box 31548, Bellingham, WA 98228

City/State/Zip: \_\_\_\_\_

Email: david@ebenal.com

Fax: \_\_\_\_\_

Name of contact if applicant is a group: David Ebenal

I have read the application materials and acknowledge that if the proposed amendment is approved by the City Council for inclusion in the annual docket, a complete Comprehensive / Neighborhood Plan Application must be submitted within **30 days of the Council's docket decision or a date approved by the Planning and Community Development Director** in order to continue to final review. Failure to submit a complete application prior to the deadline may result in removal from the docket.

Applicant signature: \_\_\_\_\_

Date: 3/24/2020

3. Provide an explanation of how the proposed Comprehensive or Neighborhood Plan amendment meets one or more of the docking criteria listed in **Bellingham Municipal Code 20.20.030 A. (2)**. (Docketing criteria - page 4 attached)
4. If the proposal includes general Comprehensive Plan or Neighborhood Plan amendments that are not site-specific, please describe your amendment proposal as specifically as possible and attach it to this form. If specific wording changes are proposed, show the changes in strikethrough and underline format. Reference the location in the Plan where the change is proposed.

**Complete the following sections if the proposal includes a site-specific amendment to a comprehensive plan land use designation**

**Property Owner**

Name: See Schedule 1, attached Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax: \_\_\_\_\_

**Owner's Authorized Agent/Contact**

Name: Brad Swanson / Belcher Swanson Law Firm, PLLC Phone: (360) 734-6390  
Address: 900 Dupont St., Bellingham, WA 98225  
City/State/Zip: \_\_\_\_\_  
Email: brad@belcherswanson.com Fax: (360) 671-0753

**Property Information**

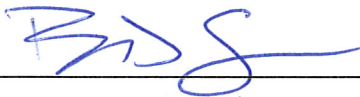
1. Assessor Parcel Numbers: See Schedule 1, attached
2. Attach a map (8.5" x 11") identifying the property included in the proposed amendment and showing parcels and streets located within and adjacent to the site.
3. Neighborhood Name: Fairhaven Area Number: 1  
Current Comprehensive Plan Land Use Designation: Urban Village, Fairhaven Neighborhood & Urban Village Plan
4. Proposed Comprehensive Plan Land Use Designation: Same
5. Current Zoning: See Schedule 1, attached
6. Proposed Zoning: See Schedule 1, attached



### Property Owner(s)

I am the owner of the property described above or am authorized by the owner to sign and submit this application. I grant permission for the City staff and agents to enter onto the subject property at any reasonable time to consider the merits of the application and post public notice. I certify under penalty of perjury of the laws of the State of Washington that the information on this application and all information submitted herewith is true, complete and correct.

I also acknowledge that by signing this application I am the responsible party to receive all correspondence from the City regarding this project including, but not limited to, expiration notifications. If I, at any point during the review or process, am no longer the Applicant for this project, it is my responsibility to update this information with the City in writing in a timely manner.

Signature by Owner/Applicant/Agent:  Date: 03/25/2020  
City and State where this application is signed: Bellingham, WA

### **BELLINGHAM MUNICIPAL CODE**

#### **20.20.030 ANNUAL DOCKETING CRITERIA**

A. The City shall use the following criteria in selecting proposals for inclusion in the annual docket of comprehensive plan/neighborhood plan amendments. In order to be included on the annual docket, a proposal must meet the following criteria:

- (1) The City has the resources, including staff and budget, necessary to adequately and comprehensively review the proposal within the timeframe of the annual review process; and
- (2) The proposal meets one or more of the following criteria:
  - a. The proposed amendment represents an issue appropriately addressed in the comprehensive plan or in a neighborhood plan;
  - b. The proposal demonstrates strong potential to serve the public interest by implementing specifically identified goals and policies of the comprehensive plan;
  - c. The public interest would be best served by considering the proposal in the next amendment cycle, rather than delaying consideration to a future plan update process;
  - d. The amendment addresses changing circumstances, changing community values, or corrects or updates information in the comprehensive plan or a neighborhood plan; or
  - e. State law requires, or a decision of a court or administrative agency has directed a change to the comprehensive plan or a neighborhood plan.



**COMPREHENSIVE / NEIGHBORHOOD PLAN AMENDMENT  
DOCKET APPLICATION**

**DOMINION SUSTAINABLE DEVELOPMENT CORPORATION**

**SCHEDULE 1**

<b>Owner Information and Assessor's Tax Parcel No.</b>	<b>Current Zoning</b>	<b>Proposed Zoning</b>
Port of Bellingham 1801 Roeder Avenue Bellingham, WA 98225 Phone: (360) 676-2500  370201 035150 0000 (Port Fee Simple Property)	Fairhaven Urban Village – Industrial – 2	Fairhaven Urban Village – Commercial Core
City of Bellingham 210 Lottie Street Bellingham, WA 98225 Phone: (360) 778-8000 Fax: (360) 778-8001 Email: info@cob.org  370201 085162 0000 (City Fee Simple Property) and City Right of Way (No Parcel No.)	Fairhaven Urban Village – Part Commercial Core and Part Industrial – 2	Fairhaven Urban Village – ALL Commercial Core

**Property Owner(s)**

I am the owner of the property described above or am authorized by the owner to sign and submit this application. I grant permission for the City staff and agents to enter onto the subject property at any reasonable time to consider the merits of the application and post public notice. I certify under penalty of perjury of the laws of the State of Washington that the information on this application and all information submitted herewith is true, complete and correct.

I also acknowledge that by signing this application I am the responsible party to receive all correspondence from the City regarding this project including, but not limited to, expiration notifications. If I, at any point during the review or process, am no longer the Applicant for this project, it is my responsibility to update this information with the City in writing in a timely manner.

Signature by Owner/Applicant/Agent: \_\_\_\_\_ Date: \_\_\_\_\_

City and State where this application is signed: \_\_\_\_\_, \_\_\_\_\_

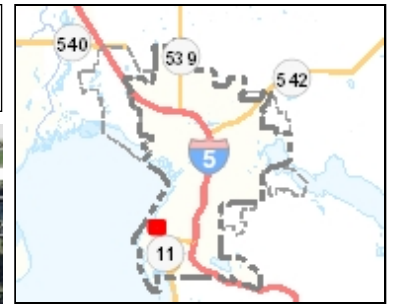
**BELLINGHAM MUNICIPAL CODE**

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  - a. The proposed amendment represents an issue appropriately addressed in the comprehensive plan or in a neighborhood plan;
  - b. The proposal demonstrates strong potential to serve the public interest by implementing specifically identified goals and policies of the comprehensive plan;
  - c. The public interest would be best served by considering the proposal in the next amendment cycle, rather than delaying consideration to a future plan update process;
  - d. The amendment addresses changing circumstances, changing community values, or corrects or updates information in the comprehensive plan or a neighborhood plan; or
  - e. State law requires, or a decision of a court or administrative agency has directed a change to the comprehensive plan or a neighborhood plan.

# City Owned Portion of 10th Street



## Legend

- Buildings
- Docks
- Washington Roads Labels
- Bellingham Streets Street View
- County Roads Detail
- Bellingham Bicycle Routes
  - Existing Bicycle Facility
  - Other Bicycle Routes
- Trails
- Bike Friendly Trails
- Sidewalks
- Residential Parking Enforcement Zone
  - RPZ1
  - RPZ2
- Pedestrian Master Plan
  - YES, Complete
  - YES, Incomplete
  - NO, Complete
  - NO, Incomplete
- PMP Upgrades Needed
  - Trails
  - Railroads
  - Ferries
  - Guardrails
  - Airport
- Tax Parcels
  - Care Facility
  - Hospital
  - Schools
  - <all other values>
- Schools
  - Colleges/Universities
  - Elementary, Middle, High Schools
  - Private School or Preschool
- Fire Stations
- City Boundary
- Urban Growth Area

## Notes

Printed: 8/12/2020 12:12:19 PM

497 0 248 497 Feet

THIS MAP IS NOT TO BE USED FOR NAVIGATION

The City of Bellingham has compiled this information for its own use and is not responsible for any use of this information by others. The information found herein is provided simply as a courtesy to the public and is not intended for any third party use in any official, professional or other authoritative capacity. Persons using this information do so at their own risk and by such use agree to defend, indemnify and hold harmless the City of Bellingham as to any claims, damages, liability, losses or suits arising out of such use. Contact the Whatcom County Assessors office (360-778-5050) for the most up to date parcel information.





# City Council Agenda Bill

22726

Bill Number

Subject: **Discussion of a Police Civilian Oversight Board**

Summary Statement: Civilian oversight boards to oversee certain aspects of police activity or increase police accountability have been adopted in at least 200 cities, according to the National Association for Civilian Oversight of Law Enforcement. The Bellingham City Council will begin discussion on whether such a board would be appropriate for Bellingham.

Previous Council Action: **N/A**

Fiscal Impact: **Unknown. Some staff costs to support a new board would be expected.**

Funding Source: **General Fund**

Attachments: 1. STAFF MEMO  
2. REPORT ON CIVILIAN OVERSIGHT

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Direction Requested	8/24/2020	Provide Direction	Councilmember Dan Hammill	5 minutes

**Recommended Motion:**

**Council Committee:**  
Committee Of The Whole

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

**Council Action:**

Reviewed By	Department	Date
<i>Mark J. Gardner</i>	Council Administration	8/17/2020
<i>Peter M. Ruffatto</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/19/2020



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## Bellingham City Council

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### MEMORANDUM

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To: Bellingham City Council  
CC: Mayor Seth Fleetwood; Brian Heinrich; Peter Ruffatto; David Doll  
From: Mark Gardner, Legislative Analyst  
Re.: Police Oversight Boards  
Date: August 18, 2020

Civilian oversight boards to oversee certain aspects of police activity or increase police accountability have been adopted in at least 200 cities, according to the National Association for Civilian Oversight of Law Enforcement (NACOLE). According to NACOLE, there are five key reasons for the creation of police oversight boards:

- Improving public trust
- Ensuring accessible complaint processes
- Promoting thorough, fair investigations
- Increasing transparency
- Deterring police misconduct

There are at least three generally recognized models of oversight:

- Investigation-focused models
- Review focused models
- Auditor/monitor focused agencies

An attached paper by NACOLE, *Civilian Oversight of Law Enforcement*, discusses these models and their strengths and weaknesses.



# CIVILIAN OVERSIGHT OF LAW ENFORCEMENT

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A REVIEW OF THE STRENGTHS AND  
WEAKNESSES OF VARIOUS MODELS

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**Joseph De Angelis | Richard Rosenthal | Brian Buchner**



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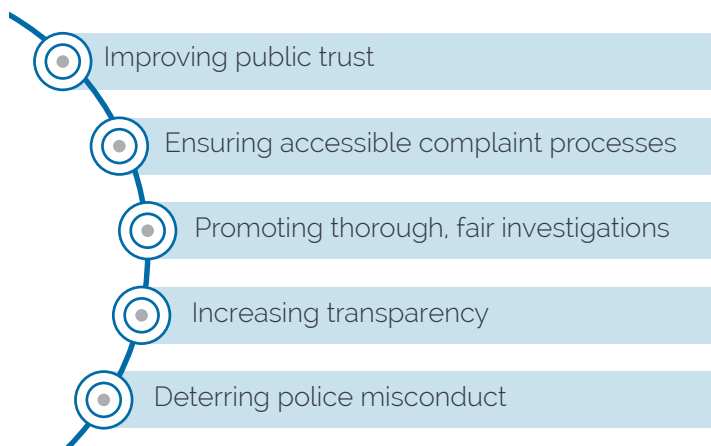
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## Introduction and Overview

Over the last several decades, issues of trust and accountability have moved to the forefront of community-police relations, and a great deal of scholarship has been devoted to enhancing police performance including strengthening police accountability and oversight functions. During this same period, the creation of organizational mechanisms for reviewing and improving officer conduct has also increased (Walker 2001; Ferdik et al. 2013; Alpert et al. 2016).

One such mechanism for increasing accountability is civilian oversight of law enforcement. Sometimes referred to as *citizen oversight*, *civilian review*, *external review* and *citizen review boards* (Alpert et al. 2016), this accountability tool utilizes citizens (non-sworn officers) to review police conduct. In some jurisdictions, this is accomplished by allowing oversight practitioners (both paid and volunteer) to review, audit or monitor complaint investigations conducted by police internal affairs investigators. In other jurisdictions, this is done by allowing civilians to conduct independent investigations of allegations of misconduct against sworn officers. Civilian oversight can also be accomplished through the creation of mechanisms to authorize review and comment on police policies, practices, training and systemic conduct. Some oversight mechanisms involve a combination of systemic analysis and complaint handling or review.

**Figure 1: Five Common Goals of Civilian Oversight Programs\***



\*Based on data collected from 97 civilian oversight programs

The goal of this publication is to provide an overview of civilian oversight models and a discussion of the strengths and challenges of each model. This report draws from available research as well as data collected from 97 police oversight agencies. This report is designed to help local policy makers, police executives and members of the local community explore key issues that can accompany the implementation and sustainability of civilian oversight of law enforcement at the municipal and county levels.

This report:

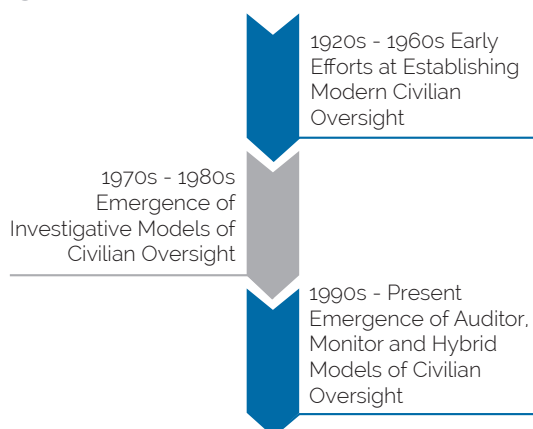
1. Provides a brief history of civilian oversight
2. Reviews contemporary models of civilian oversight
3. Details three different models of oversight: investigation-focused models, review-focused models and auditor/monitor-focused models
4. Presents considerations for implementing or reforming a civilian oversight program

## Brief History of Civilian Oversight

The history of civilian oversight in the United States can be broken down into several distinct waves of development (Walker 2001; 2006).<sup>1</sup>

<sup>1</sup> See Walker's (2001; 2006) work for a more detailed historical review of the key stages in the development of civilian oversight. Bobb (2003), Ferdik et al. (2013) and Alpert et al. (2016) also provide useful historical descriptions of the evolution of civilian oversight in the United States.

**Figure 2: Waves of Development of Civilian Oversight in the United States**



## **Early Efforts at Establishing Civilian Oversight, 1920s-1960s.**

Modern forms of civilian oversight began to emerge in several large cities in the middle of the 20th century. These early agencies were organized around volunteer review boards that played a role in receiving complaints and reviewing completed internal police investigations of community complaints filed against officers (Hudson 1971; Terrill 1988; Walker 2001; Walker 2006). Early review boards were implemented in Washington, D.C., Philadelphia and New York City. Overall, these early efforts shared several key, common characteristics. First, the implementation of each of these oversight mechanisms in the middle of the 20th century was strongly influenced by the early civil rights movement and local crises resulting from police uses of force in communities of color (Walker 2001). Second, these early oversight agencies were designed around a civilian review board model—that is, they were largely composed of volunteer members with relatively little expertise in police issues, had small or non-existent budgets and little staff support (Jones 1994; Walker 2001). Third, these agencies all encountered significant resistance from police unions, local politicians and policy makers, which ultimately resulted in their dissolution (Bayley 1991; Walker 2001; Walker 2006).

## **Emergence of Investigative Models of Civilian Oversight, 1970s-1980s.**

Although all of the oversight agencies implemented during the first wave ultimately failed, a second wave of development began in the late 1960s and carried through to the 1980s (Walker 2001; Walker 2006; Alpert et al. 2016). Oversight agencies implemented in the second wave had enhanced resources, greater durability and expanded organizational authority (Walker 2006). For example, a number of oversight agencies created in the second wave were granted the power to conduct investigations that were entirely independent of the police. In Berkeley, California in 1973, a city ordinance created the Police Review Commission (PRC) and granted it the ability to independently investigate complaints filed by members of the public against police officers (Walker 2001). Nearly ten years later, in 1982, an amendment to the City Charter

created the Office of Citizen Complaints in San Francisco, California. The Office of Citizen Complaints completely replaced the police internal affairs function in relation to citizen complaints and was granted the authority to both receive and investigate all citizen complaints (the police department continued to investigate internally-generated complaints against officers) (Walker 2001; Ferdik et al. 2013). Many of the agencies created in this second wave of development are still in operation today.

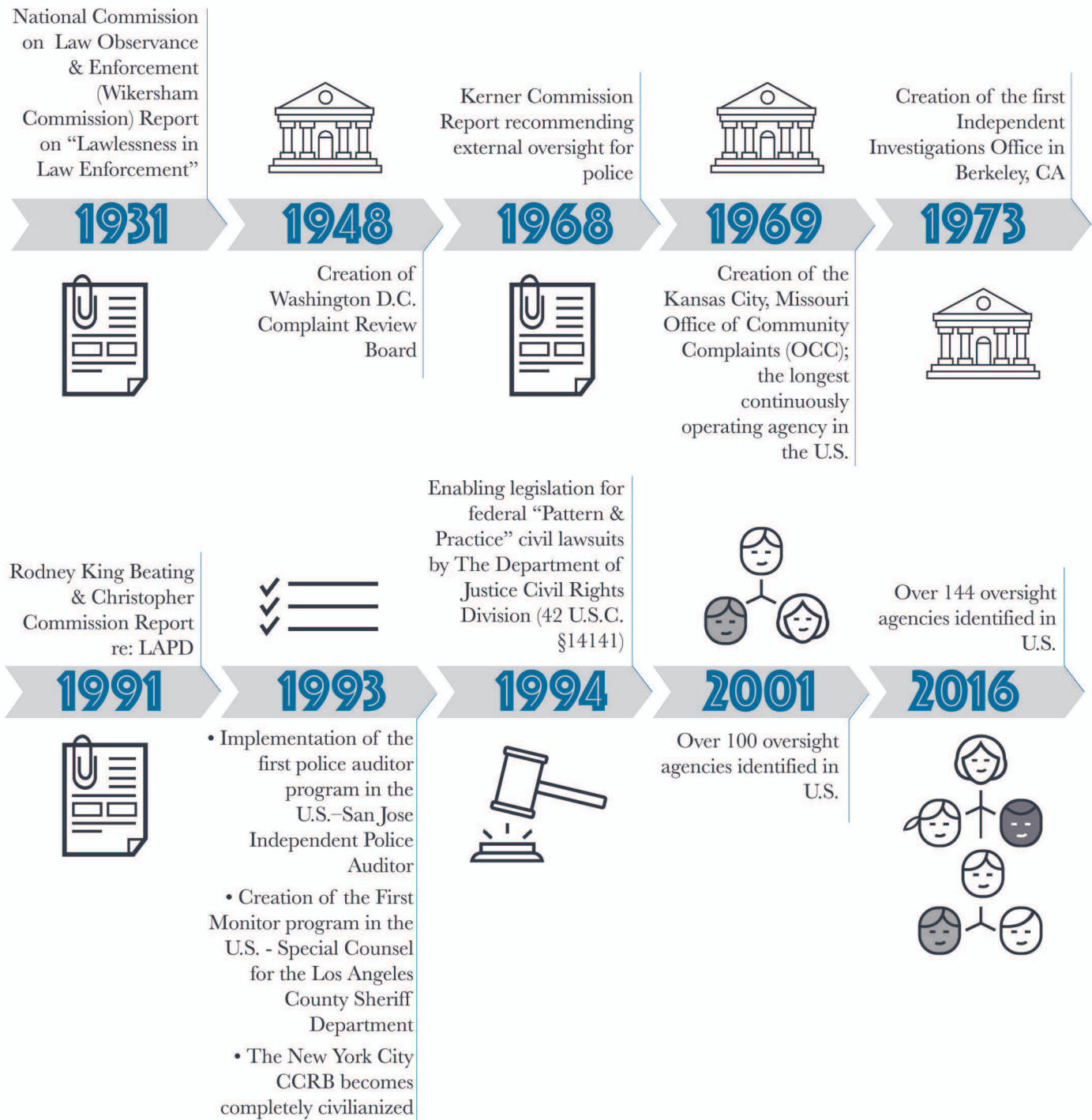
## **Emergence of Auditor, Monitor and Hybrid Models of Civilian Oversight, 1990s-Present.**

A third wave of development began in the 1990s and continues even today. During this period there was a rapid expansion of the number of police oversight agencies in the United States. If the first wave of oversight agencies was marked by review boards, and the second wave was characterized by the development of fully independent investigative oversight agencies, the third wave saw the emergence of a new model of oversight—the auditor/monitor model (Bobb 2003; Walker 2006). The first auditor-focused oversight agency was implemented in 1993 in San Jose, California and was followed a short time later by the Seattle Police Auditor (Walker 2006; Ferdik et al. 2013).

Unlike earlier models of oversight that tended to focus on either reviewing or investigating individual complaints, these auditor/monitor agencies had the mandate to examine systemic patterns in complaints, critical incidents, or other types of police officer conduct. These auditor/monitor agencies were granted the authority to conduct broad evaluations so they could offer data-driven recommendations for improving police policies, practices and training (Walker and Archbold 2014).

By the late 1990s and early 2000s, the United States also began to see the development of a new generation of hybridized forms of civilian oversight, which often emerged as replacements for earlier civilian review boards. For example, the Independent Police Review Division (IPR) was implemented in Portland, Oregon in 2001 and was consciously designed to draw its organizational structure from different models of oversight (c.f. Office of the City Auditor 2001). Similar hybridized auditor/monitor oversight agencies were also implemented in other large cities, including Denver (2005) and New Orleans (2009).

**Figure 3. Civilian Oversight Evolution**





## Contemporary Models of Civilian Oversight

While almost no two civilian oversight agencies in the U.S. are identical, the literature offers several initial observations about characteristics of contemporary forms of civilian oversight. These include:

- *High Variability in Organizational Structure.* There is currently a tremendous amount of variation in the structure of different oversight agencies (Walker and Kreisel 1996; Walker 2001; Bobb 2003; Alpert et al. 2016). Some agencies are operated almost completely by a small number of community volunteers while others have a large number of paid professional staff. Some oversight agencies have no operating budget while other agencies have multi-million-dollar budgets.
- *Wide Differences in Organizational Authority.* There is substantial variation in the role that oversight agencies play in relation to the intake of complaints, the relationship they have to the complaint investigation process, their level of access to police records, whether they can make recommendations as to findings and discipline, their ability to make policy recommendations and a long list of other characteristics (Walker and Kreisel 1996; Walker 2001; Bobb 2003; Alpert et al. 2016).
- *Organizational “Hybrids” are Common.* While early forms of oversight tended to operate as “citizen review boards,” and focused on reviewing and commenting on completed internal affairs investigations, many contemporary oversight agencies combine different organizational forms and types of organizational authority in relatively complex ways (Walker 2001; Finn 2001; Attard and Olson 2013; Alpert et al. 2016).

### Classifying Contemporary Models of Civilian Oversight

Over the years, there have been multiple attempts to classify approaches to civilian oversight of law enforcement. The primary challenge in doing this is that almost no two civilian oversight agencies in the U.S. are identical. Each jurisdiction

has its own political, social and cultural tensions that influenced the development of each oversight entity’s legal authority and organizational structure, and practices vary widely (NACOLE 2015).

In the late 1990’s, Walker (2001) developed one of the earliest and most sophisticated classification systems for oversight.<sup>2</sup> Describing the different models as Class I, Class II, Class III and Class IV systems, Walker argued that models of oversight should be considered along a continuum that range from forms of oversight that are the most independent from police departments to oversight systems that are the least independent. He defined Class I systems as agencies that are independent of police departments and conduct fully independent investigations into allegations of officer misconduct. Class II systems review and comment on internal investigations conducted by the police. Class III systems function as appellate bodies, with complainants filing appeals with the oversight agency when they are dissatisfied with the outcomes on complaints investigated by local law enforcement. Class IV systems have the ability to audit, monitor or review the police/ sheriff department’s complaint handling system. In addition to these classes, Walker also recognized that there are hybrid oversight agencies that did not fit easily within any of these categories (Walker 2001: 62).

Since Walker developed this classification scheme, a number of others attempts to update it have occurred. Ferdik, Alpert and Rojek (2013) adapted Walker’s (2001) classification schema to explore organizational variation in U.S. and Canadian oversight agencies. In 2005, the Police Assessment Resource Center (PARC) conducted a research project for the city of Eugene, Oregon to assist that city in determining an appropriate oversight model for the Eugene Police Department (PARC 2005). The research project created a three-part classification scheme: (1) *Review & Appellate models*, which are designed to review completed police internal investigations or hear appeals from the public on investigation findings; (2) *Investigative & Quality Assurance models*, which replace the police internal affairs process in whole or in part; and (3) *Evaluative and Performance-*

<sup>2</sup> A number of other academics and practitioners have recently developed classification schema that group police oversight agencies in slightly different ways (c.f. Prenzler and Ronken 2001; PARC 2005).

*Based models*, which adopt a holistic approach to evaluating patterns in police risk management, performance, operations or other organizational systems in order to promote systemic reform.

In another recent review of models of oversight, Attard and Olson (2013) revised Walker's oversight schema, and grouped oversight agencies based on their role in the complaint handling process, as well as by their organizational structure. Accordingly, they grouped oversight agencies into three categories: (1) *Investigative agencies* which conduct independent investigations of complaints filed against police officers; (2) *Auditing/monitoring agencies* that systematically review and examine police internal investigations and other law enforcement activity to make recommendations around policy and training; and (3) *Review boards and commissions*, which includes a diverse range of agencies headed by volunteer community members who may hold community forums, hear appeals or issue findings on investigations completed by paid staff (Attard and Olson 2013: 3-5).

This report adopts an oversight classification scheme that is a slightly revised version of Walker's (2001) and groups oversight agencies into three categories based on the core agency functions: (1) Investigation-focused; (2) Review-focused; and (3) Auditor/monitor-focused.

## Three Categories of Civilian Oversight Models

### *Investigation-focused Model*

#### Summary of Investigation-focused Agencies

##### **Key Characteristics**

1. Routinely conducts independent investigations of complaints against police officers
2. May replace or duplicate the police internal affairs process
3. Staffed by non-police, "civilian" investigators

##### **Potential Key Strengths**

1. May reduce bias in investigations into citizen complaints
2. Full-time civilian investigators may have highly specialized training

3. Civilian-led investigations may increase community trust in the investigations process

##### **Potential Key Weaknesses**

1. Most expensive and organizationally complex form of civilian oversight
2. Civilian investigators may face strong resistance from police personnel
3. Disillusionment among the public may develop overtime when community expectations for change are not met

The investigation-focused agency operates separately from the local police or sheriff's department. While the structure, resources and authority of these types of agencies can vary between jurisdictions, they are tied together by their ability to conduct independent investigations of allegations of misconduct against police officers. These oversight agencies may either completely replace the police internal affairs function or they may conduct investigations that supplant, parallel or duplicate the work of internal affairs (Finn 2001; PARC 2005).

San Francisco's Office of Citizen Complaints is one example of an entirely civilian governmental agency that is solely responsible for investigating complaints filed by community members against sworn members of the San Francisco Police Department (OCC 2016).

The organizational structure of investigative agencies can vary significantly. In some cases, an investigative agency may be governed by a volunteer board and supported by a professional staff of investigators. In small jurisdictions, an investigative agency may be staffed by a single investigator or consultant (Finn 2001; PARC 2005).

The available literature on investigation-focused agencies identifies a common set of organizational functions, including:

- Serving as the intake point for public complaints against police officers (Bobb 2003)
- Reviewing and classifying the nature of the complainants' allegations (King 2015)

- Conducting independent interviews of complainants, officers and witnesses (Attard and Olson 2013)
- Being staffed by non-police “civilian” investigators, although some agencies may employ retired or former police officers (Finn 2001)<sup>3</sup>
- Being headed by a community board or commission that may hold hearings, issue subpoenas or make findings on investigations conducted by professional non-police investigative staff (Attard and Olson 2013)

Table 1 provides examples of investigation-focused models in the United States.

**Table 1: Examples of Investigation-focused Models in the U.S.**

Agency	Jurisdiction	Website
Office of Citizen Complaints	San Francisco, CA	<a href="http://www.sfgov.org/occ">www.sfgov.org/occ</a>
Office of Police Complaints	Washington, D.C.	<a href="http://www.policecomplaints.dc.gov">www.policecomplaints.dc.gov</a>
Citizen Complaint Review Board	New York, NY	<a href="http://www.nyc.gov/html/ccrb">www.nyc.gov/html/ccrb</a>
Citizens’ Law Enforcement Review Board	San Diego County, CA	<a href="http://www.sandiegocounty.gov/clerb.html">www.sandiegocounty.gov/clerb.html</a>
Citizen Police Review Board & Office of Municipal Investigations	Pittsburgh, PA	<a href="http://www.cprbpgh.org">www.cprbpgh.org</a> & <a href="http://www.pittsburghpa.gov/omi">www.pittsburghpa.gov/omi</a>

## Potential Strengths of the Investigation-focused Model

An investigation-focused agency with appropriately trained staff can complete thorough and impartial investigations (Prenzler and Ronken 2001; PARC 2005). Investigation-focused agencies are the most independent forms of

oversight (Walker 2001) and tend to have more resources and larger staffs than other types of oversight. Their investigators are also likely to have had highly specialized training and experience in relation to investigations, particularly as the organization matures. Thus, where investigation-focused agencies are sufficiently resourced, have well-trained, competent staff and are granted sufficient access to department personnel and records, they may be able to improve the quality of internal investigations. Even though this is a commonly identified strength of the investigation-focused oversight agency, more rigorous comparative research is needed on this issue.

A related potential strength of the investigation-focused model is its ability to increase public faith in the integrity of the investigations process, especially in the aftermath of significant public scandals involving the police. Available public opinion research demonstrates strong public support for the independent investigation of serious complaints against police officers (Prenzler 2016). Most investigation-focused agencies utilize civilian staff to conduct fact-finding investigations and operate a multi-member community board that may hold hearings, issue findings and/or make recommendations to the police department. As a result, this model may reassure a community that investigations are unbiased, thorough and that civilian perspectives are represented both within the complaint investigation process and upon review of completed investigations (PARC 2005).

## Potential Limitations of the Investigation-focused Model

One potential limitation of the investigative model is the significant costs and resources necessary to conduct competent, timely investigations, including large staffing requirements and complex organizational issues that can accompany the implementation of a stand-alone investigative oversight agency. Full investigative agencies are more expensive than other models of oversight, largely due to the increased personnel costs that accompany the hiring of professional investigators (Finn 2001: vii).<sup>4</sup>

<sup>3</sup> Some Canadian independent investigation agencies employ “seconded” officers who are currently serving police officers assigned as full-time investigators serving at the pleasure of the oversight agency director (e.g., the Alberta Serious Incident Response Team (ASIRT) and the Nova Scotia Serious Incident Response Team (SiRT)).

<sup>4</sup> Although the cost of an investigation-focused oversight agency is by necessity higher than the other models of oversight, the higher cost could be mitigated by the savings realized from a reduction or the elimination of personnel needed to conduct police internal investigations.

Another potential weakness is that investigation-focused agencies tend to generate significant resistance from police unions and their allies (King 2015). Unions have routinely argued that civilian investigators do not have the technical background or professional experience to conduct competent investigations into allegations of officer misconduct (Prenzler and Ronken 2001; Walker 2001). Arguing that they will be biased against police officers, police unions have often opposed the implementation of full investigatory oversight agencies (King 2015).

As a result of police resistance and suspicion, civilian investigators may have trouble penetrating the defensive police subculture that can characterize police organizations (Prenzler and Ronken 2001; Livingston 2004). In some cases, officers who are distrustful of independent investigators may be less likely to be truthful and forthcoming during investigative interviews (Livingston 2004).

In addition, it can be argued that the use of former police officers or even civilian investigators who have not previously served as police officers may not eliminate pro-police bias in complaint investigations. Oversight investigators may harbor either pro-police bias or anti-police bias, depending on their own personal background and experiences.

Independent investigation-focused agencies in large cities have also been plagued with budgetary and personnel limitations that have resulted in untimely investigations. The New York City CCRB has often been criticized for lack of timely investigations as well as efforts taken by that agency to reduce its workload through re-allocation of resources (Clarke 2009).

Some researchers have argued that while the community may have great confidence in full investigative models initially, community confidence can wane over time if these models are perceived as not leading to the reforms promised during implementation (McDevitt et al. 2005: 5). For example, the public may expect that more citizen complaints will be sustained and stronger punishments imposed after full investigative oversight models are implemented. However, there is currently no systematic evidence to support this expectation, and it is currently unclear what impact full investigative models have on

patterns in findings and discipline for police officers alleged to have engaged in misconduct.

One final challenge associated with investigation-focused agencies is that they have the potential to undermine the responsibility of police chiefs and sheriffs to maintain discipline (McDonald 1981; Prenzler and Ronken 2001). That is, by removing the responsibility for investigating allegations of officer misconduct reported in citizen complaints, chiefs of police and sheriffs may be “let off the hook,” have less incentive to create robust internal accountability mechanisms and simply blame the external oversight agency when misconduct occurs (PARC 2005: 21)<sup>5</sup>. In addition, in police agencies where internal affairs units are reduced or eliminated, the opportunity for officers to obtain experience in conducting personnel investigations and recognizing the extent to which bad conduct can negatively affect the agency, becomes limited or nonexistent.

### ***Review-focused Model***

#### **Summary of Review-focused Agencies**

##### ***Key Characteristics***

1. Often focus on reviewing the quality of completed police internal affairs investigations
2. May make recommendations to police executives regarding findings or request that further investigation be conducted
3. Commonly headed by a review board composed of citizen volunteers
4. May hold public meetings to collect community input and facilitate police-community communication

##### ***Potential Key Strengths***

1. Ensures that the community has the ability to provide input into the complaint investigation process
2. Community review of complaint investigations may increase public trust in the process
3. Generally the least expensive form of oversight since it typically relies on the work of volunteers

<sup>5</sup> It is important to note that most jurisdictions still grant the police chief or sheriff the final decision-making authority when it comes to findings and employee discipline.



### Potential Key Weaknesses

1. May have limited authority and few organizational resources
2. Review board volunteers may have significantly less expertise in police issues and limited time to perform their work
3. May be less independent than other forms of oversight

Review-focused agencies examine the quality of internal investigations, primarily those conducted by internal affairs. Many review agencies take the form of volunteer review boards or commissions and are designed around the goal of providing community input into the internal investigations process (PARC 2005). Instead of conducting independent investigations, review-focused agencies may evaluate completed internal affairs investigations, hear appeals, hold public forums, make recommendations for further investigation or conduct community outreach (Attard and Olson 2013). As with investigation-focused agencies, review-focused agencies vary in their organizational structure and can perform a range of functions (Walker and Kreisel 1996; Prenzler and Ronken 2001; Walker 2001; Finn 2001; Bobb 2003; Attard and Olson 2013; Ferdik et al. 2013; Walker and Archbold 2014).

The available literature on review-focused agencies indicates they:

- Receive complaints from the community
- Review completed police investigations of externally-generated complaints
- Make recommendations to the police executive on individual investigations
- Hear appeals
- Gather, review and report on public concerns (Walker 2001; Finn 2001; Prenzler and Ronken 2001; Bobb 2003; PARC 2005; Attard and Olson 2013; Ferdik et al. 2013; King 2015; Alpert et al. 2016).

Table 2 provides examples of review-focused models in the United States.

**Table 2: Examples of Review –focused Models in the U.S.**

Agency	Jurisdiction	Website
Citizen's Police Review Board	Albany, NY	<a href="http://www.albanylaw.edu/cprb">www.albanylaw.edu/cprb</a>
Citizens' Police Complaint Board	Indianapolis, IN	<a href="http://www.indy.gov/egov/city/dps/cpcbo">www.indy.gov/egov/city/dps/cpcbo</a>
Civilian Police Review Board	Urbana, IL	<a href="http://www.urbanailinois.us/boards/civilian-police-review-board">www.urbanailinois.us/boards/civilian-police-review-board</a>
Citizen Review Committee	St. Petersburg, FL	<a href="http://www.stpete.org/boards_and_committees/civilian_police_review_committee">www.stpete.org/boards_and_committees/civilian_police_review_committee</a>
Citizens' Review Board on Police Practices	San Diego, CA	<a href="http://www.sandiego.gov/citizensreviewboard">www.sandiego.gov/citizensreviewboard</a>

### Potential Strengths of the Review-focused Model

Some researchers argue that review boards and commissions may be perceived by the public as more representative of the community than programs that are staffed by full-time professionals (Finn 2001; Attard and Olson 2013). As such, community members may be more likely to perceive the review-focused model as supporting and protecting community interests (Walker 2001).

Beyond public perception, review-focused agencies have the benefit of allowing community representatives to bring an outsider's perspective to the complaint investigations process, which may help jurisdictions identify and correct deficiencies within individual complaint investigations (PARC 2005). Where review boards have a diversity of community representation, there may be a stronger motivation on the part of police investigators to ensure that not only is there no bias in the conduct of their investigations, but that any appearance of bias is also removed. With respect to the review of policy and officer conduct, review-focused agencies have the ability to identify deficiencies in policy or training as they apply to individual



cases being reviewed. A diverse board will have the ability to provide different perspectives on police policy and training and make recommendations for change that could result in improved police-community relations.

Finally, review focused agencies tend to be the least expensive form of oversight. They are often operated by volunteers and may have no stand-alone budget (PARC 2005). As a result, this type of oversight is popular in smaller jurisdictions that have limited resources.

### **Potential Limitations of the Review-focused Model**

Review-focused agencies tend to have limited authority and, like investigation-focused agencies, typically focus on individual case investigations. As a result of such a reactive focus, their ability to promote large-scale systemic organizational change may be limited (Walker 2001; PARC 2005). Moreover, review-focused agencies may not have the authority to systemically evaluate police policies or procedures, make policy recommendations, or examine aggregate patterns in officer conduct (PARC 2005: 11).

Depending on the structure of the review agency, they may be less independent from the police than other oversight models. These types of oversight agencies may be more likely to report to the police chief, have a small or no stand-alone budget, have limited or no staff support and board members tend to be political or police chief appointees (Walker 2001; PARC 2005; Olson 2016). Moreover, they may have to rely on the police or sheriff's department for meeting space, administrative support and training. Since review-focused agencies do not always have the power to conduct independent investigations, they are also more likely to rely on the police or sheriff's department for information (McDevitt et al. 2005; Olson 2016).

Since review-focused agency board members are generally volunteers drawn from a range of professional backgrounds, they may have less expertise than paid professional oversight staff and have limited time to perform oversight functions. This aspect may reduce the efficiency of a jurisdiction's oversight function and lead to a shallow impact on the quality of internal investigations (Finn 2001; Olson 2016).

### ***Auditor/Monitor-focused Model***

#### **Summary of Auditor/Monitor-focused Agencies**

##### ***Key Characteristics***

1. Often focuses on examining broad patterns in complaint investigations, including patterns in the quality of investigations, findings and discipline
2. Some auditors/monitors may actively participate in or monitor open internal investigations
3. Often seek to promote broad organizational change by conducting systematic reviews of police policies, practices or training and making recommendations for improvement

##### ***Potential Key Strengths***

1. Often have more robust public reporting practices than other types of oversight
2. Generally less expensive than full investigative agencies, but more expensive than review-focused agencies
3. May be more effective at promoting long-term, systemic change in police departments

##### ***Potential Key Weaknesses***

1. Auditor/monitor focus on examining broad patterns rather than individual cases may be treated with skepticism by some local rights activists
2. Significant expertise is required to conduct systematic policy evaluations. The hiring of staff without relevant experience may cause tension between the oversight agency and police officers
3. Most auditors/monitors can only make recommendations and cannot compel law enforcement agencies to make systemic changes

One of the newest forms of police oversight can be found in the auditor/monitor-focused model of oversight. Civilian oversight agencies that follow this model can also be referred to by several different names including police

monitor<sup>6</sup> or inspector general. This model of civilian oversight began to develop in the 1990s and generally emerged as a type of political compromise to satisfy police and community concerns about bias and professionalism (Walker 2006; Walker and Archbold 2014: 180). While local community and civil rights activists tended to argue in favor of citizen review boards or full investigative models, police unions tended to be strongly opposed to those models. As a result, the auditor/monitor-focused model emerged partly as a mechanism for bridging the disparate goals held by the different stakeholders to the complaint process (Walker and Archbold 2014).

While there can be variation in the organizational structure of this type of civilian oversight, auditor/monitor agencies tend to focus on promoting large-scale, systemic reform of police organizations (PARC 2005). Accordingly, this type of organization tends to have a unique set of goals that distinguish it from investigation-focused and review-focused models of oversight (Walker 2001; Finn 2001; PARC 2005; Attard and Olson 2013; Ferdik et al. 2013; Walker and Archbold 2014).

The available literature on auditor/monitor-focused agencies identifies a core set of functions which include:

- Ensuring a jurisdiction's processes for investigating allegations of misconduct are thorough, complete and fair
- Conducting evaluations of police policies, practices and training
- Participating in open internal affairs investigations
- Robust public reporting (Walker 2001; Finn 2001; Prenzler and Ronken 2001; Bobb 2003; PARC 2005; Attard and Olson 2013; Ferdik et al. 2013; King 2015; Alpert et al. 2016).

<sup>6</sup> It is important to distinguish between court appointed monitors, who are limited term appointees charged with overseeing the implementation of a court-sanctioned reform agreement, and municipal or county civilian monitors who are local oversight professionals or consultants employed by the local jurisdiction. For purposes of this report, the term monitor is used to refer to locally employed police monitors. The role of court-appointed monitors in promoting police reform is beyond the scope of this publication, but has been explored elsewhere (see Davis et al. 2002; Chanin 2015).

Table 3 provides examples of auditor/monitor-focused agencies in the United States.

**Table 3: Examples of Auditor/Monitor-Focused Agencies**

Agency	Jurisdiction	Website
Independent Police Auditor	San Jose, CA	<a href="http://www.sanjoseca.gov/ipa">www.sanjoseca.gov/ipa</a>
Office of the Independent Monitor	Denver, CO	<a href="http://www.denvergov.org/oim">www.denvergov.org/oim</a>
Independent Police Monitor	New Orleans, LA	<a href="http://www.nolaipm.gov">www.nolaipm.gov</a>
Los Angeles Board of Police Commissioners Office of the Inspector General	Los Angeles, CA	<a href="http://www.oig.lacity.org">www.oig.lacity.org</a>
Office of the Inspector General for the New York City Police Department	New York, NY	<a href="http://www.nyc.gov/oignypd">www.nyc.gov/oignypd</a>

### Potential Strengths of the Auditor/Monitor-focused Model

Since these agencies tend to focus on exploring patterns in complaints, auditor/monitor-focused models may have broader access to police and sheriff's department records, case files and electronic databases than review-focused agencies (McDevitt et al. 2005; Olson and Attard 2016). While review-focused agencies tend to have only limited access to individual closed internal affairs files, auditor/monitors-focused models tend to be granted more expansive access to police department records (Walker and Archbold 2014). Moreover, auditor/monitor-focused agencies tend to be (or become) policing experts, have larger budgets and may have more extensive training than might be found in volunteer-based oversight agencies (McDevitt et al. 2005).

It is possible that the auditor/monitor-focused model may be more effective at promoting long-term, systemic change in police organizations, in part because they can focus on broader trends and patterns in complaints and make public recommendations for how the police department can improve (Walker and Archbold 2014). Unlike investigative agencies, auditor/monitor-focused models do not generally take the investigations process away from the police department, but instead use systematic evaluation and public reporting to ensure that policy makers and the local community knows whether the department is holding its officers accountable (PARC 2005). Auditor/monitor-focused agencies also have the ability to track whether police departments implement their recommendations and whether those changes have resulted in organizational improvements over time (PARC 2005; Walker and Archbold 2014).

Some scholars have argued that the independence of auditor/monitor agencies may increase their credibility with the public, leading to more effective public outreach (Walker and Archbold 2014: 183). The more robust public reporting authority and greater staffing resources may enhance the ability of auditor/monitor agencies to conduct effective community outreach when compared to review-focused agencies, which rely on community volunteers or even independent investigation agencies that focus on specific, individual complaints of misconduct.

### **Potential Limitations to the Auditor/Monitor-focused Model**

Local civil rights or community activists may oppose this type of civilian oversight because they may view this model's reliance on full-time, paid staff with skepticism. Some community members and civil rights activists may be left dissatisfied, since they may desire that discipline be imposed in specific cases of officer misconduct versus the auditor/monitor agencies' focus on aggregate patterns in complaints and other metrics within law enforcement agencies (Walker and Archbold 2014). In fact, the very nature of the auditor/monitor-focused model concept may put the police auditor/monitor at odds with community demands or expectations in high profile and controversial cases. The concept behind the auditor/monitor model is that the office be fair, unbiased and evidence-based in

its decision-making (Walker and Archbold 2014). Such decision-making may result in criticism of the oversight agency by the community, the police or both.

In some cases, an auditor/monitor agency may choose to allow the police executive to take credit for a reform initiative, to maintain long-term relationships with police leadership. Such actions, while they may promote positive reform in a police organization, may result in a lack of understanding in the community as to the actual effectiveness of the oversight program.

Like other models of oversight, most auditor/monitor-focused agencies can only make recommendations and cannot compel law enforcement agencies to make changes (Walker and Archbold 2014: 195). In situations where the law enforcement agency regularly declines to accept recommendations or continues to engage in activities contrary to the expectations of certain members of the public, the oversight agency may be perceived as ineffective.

One final limitation is that the auditor/monitor-focused model is strongly dependent on the quality of the staff hired to do the work (Walker and Archbold 2014). Analyzing patterns in complaints, findings, discipline or conducting performance evaluations of other police policies and practices requires a high level of technical sophistication and training, as well as a commitment to objective, evidence-based evaluation. The hiring of staff without relevant experience or a commitment to objective, dispassionate evaluation methods may cause significant tension between the oversight agency and police executives, as well as with rank-and-file officers.

Table 4 summarizes the common characteristics and forms of authority for the three types of oversight models.

**Table 4: Common Characteristics and Forms of Authority by Oversight Model**

	Investigation-Focused Agencies	Review-Focused Agencies	Auditor/Monitor Agencies
Receive Community Complaints	Frequently	Frequently	Frequently
Decide How a Complaint will be Handled	Frequently	Rarely	Sometimes
Review Police Complaint Investigations (e.g., for thoroughness, completeness, accuracy)	Sometimes	Frequently	Frequently
Conduct Independent, Fact-Finding Investigations	Frequently	Rarely	Sometimes
Perform Data-Driven Policy Evaluations	Sometimes	Sometimes	Frequently
Recommend Findings on Investigations	Frequently	Sometimes	Frequently
Recommend Discipline to the Police Chief	Sometimes	Rarely	Sometimes
Attend Disciplinary Hearings	Sometimes	Rarely	Sometimes
Have a Board Composed of Community Members	Frequently	Frequently	Sometimes
Hear Appeals	Sometimes	Sometimes	Rarely
Have Paid Professional Staff	Frequently	Sometimes	Frequently
Staffing and Operational Costs	Most Expensive	Least Expensive	Intermediate Expense

*Table notes: Based on data collected from 97 U.S. oversight agencies, 2016.*

## Considerations When Implementing or Reforming a Civilian Oversight Program

Over the past 30 years, local experimentation with different types of oversight models, to include hybridization of these different models, has resulted in a complex, heterogeneous organizational field. And while the data included in this report explores organizational variation across different oversight agencies, it does not answer two fundamental questions:

- Which forms of oversight are the most effective?
- Under what circumstances should a jurisdiction implement a review-focused model of oversight as opposed to an investigative or auditor/monitor-focused model?

Even though the question of what type of model constitutes a “best” form of oversight remains unanswered, much can be learned from patterns shown in this paper. In fact, the growing hybridization of police oversight and the blurring of the boundaries between different models of oversight carry an important lesson for local jurisdictions that are exploring whether to implement oversight or are considering revising their current oversight framework.

## Jurisdictions Should Focus on the “Best-Fit” Rather Than the “Best Practices” When Considering How to Structure Civilian Oversight

A key lesson that can be learned from the history of oversight in the U.S. is that there is not necessarily any “best practice”

in the creation of a civilian oversight of law enforcement program. Rather, a jurisdiction should look for a “best-fit” model of oversight (Bobb 2003). Every jurisdiction has its own social, cultural and political issues, and every police agency has its own unique organizational history, traditions and sub-cultural characteristics. While some police agencies may be proficient at holding their officers to account with respect to certain types of conduct, other police agencies may struggle. Some large jurisdictions have ample financial resources to implement highly professionalized, organizationally complex forms of oversight while smaller jurisdictions may have far fewer resources with which to implement and sustain police oversight.

*“Evidence that that any one civilian oversight approach or mechanism is more effective than another does not yet exist, although the role and authority of a civilian oversight function often grows over time to meet emerging community needs and expectations.” (Anderson et al. 2015: 3)*

Given these differences between cities and counties in the U.S., it is likely that no single model of oversight is going to work for all jurisdictions. As a result, the best form of oversight for individual jurisdictions simply depends on the circumstances faced by the jurisdiction that is either creating or updating its oversight processes.

### **Oversight Should Employ the “Least Force” Necessary to Accomplish Its Goals**

Even though law enforcement resistance to the concept of police oversight has diminished over time, it can still be argued that “the least intrusive means of oversight” (Bobb 2003) necessary to achieve police accountability is the best means of approaching the oversight function in the long-term. Just as the police are expected to only use that amount of force that is proportionate, necessary and reasonable to accomplish their task, so it can be argued that jurisdictions creating or reforming an oversight function should similarly accomplish the feat of ensuring police accountability (Bobb 2003). In other words, a jurisdiction seeking to create or update an oversight function should choose the least intrusive model of oversight necessary to accomplish the task. If the model chosen does not accomplish that objective, a more aggressive form of oversight would then be required. As such, it is impossible to suggest that

any one model of oversight is better than another. Each jurisdiction must evaluate its own police agency; its culture, its leadership, its overall current capacity to police itself and its future potential in that regard before choosing the most appropriate form of oversight that will have the highest likelihood of success over time.

### **A Number of Resources are Available to Jurisdictions Considering Implementing Oversight or Reforming Their Current Oversight Framework**

One of the key challenges for local jurisdictions that are considering whether to implement oversight is to find examples of jurisdictions that have successfully implemented and sustained effective oversight agencies. It can also be difficult and resource intensive for local jurisdictions to collect examples of legal language, organizational procedures, and other “nuts-and-bolts” documents that they can use as models after they decide to implement oversight. Several relatively recent reports have sought to overcome these problems by providing detailed cases studies of existing oversight agencies (Finn 2001; PARC 2005; McDevitt et al. 2005; Attard and Olson 2013; Noe 2013; Olson 2016; PARC 2016). These reports contain key details about oversight agency powers, organizational, structure, funding and staffing and should be consulted by local jurisdictions who are considering oversight or interested in reforming their local oversight agency. A number of academic books also provide practical information about civilian oversight of law enforcement (Goldsmith and Lewis 2000; Walker 2001; Perino 2006; Walker and Archbold 2014; Prenzler and den Heyer 2016).

In addition, to help local jurisdictions gain access to examples of oversight policies, legal language and key organizational documents, the National Association for Civilian Oversight for Law Enforcement (NACOLE) has created a companion website to this report that includes up-to-date profiles for model police oversight agencies. This website’s toolkit includes examples of ordinance/charter language, oversight policies and procedures, annual reports, special topics reports, complaint forms, outreach brochures and other documents that can serve as examples for new oversight agencies. This website’s toolkit can be accessed by visiting: [www.nacole.org/agency\\_profiles](http://www.nacole.org/agency_profiles)



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# City Council Agenda Bill

22727

Bill Number

Subject: **Discussion of City Council Staffing Needs**

Summary Statement: The Committee of the Whole will discuss the City Council's needs as related to staffing.

Previous Council Action: **Legislative Assistant and Senior Legislative Policy Analyst Job Descriptions were last written or revised in January 2014 by then Council Pres. Cathy Lehman and HR Director Lorna Klemanski.**

Fiscal Impact: **N/A**

Funding Source: **General Fund**

Attachments:

1. STAFF MEMO
2. LA DUTIES TO BE TRANSFERRED TO OTHER CITY STAFF
3. LEGISLATIVE ASSISTANT JOB DESCRIPTION
4. SENIOR LEGISLATIVE POLICY ANALYST JOB DESCRIPTION

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Direction Requested	8/24/2020	Provide Direction	Council President Gene Knutson	20 minutes

**Recommended Motion:**

**Council Committee:**  
Committee Of The Whole

**Agenda Bill Contact:**  
Monea Kerr, Legislative Assistant, (360) 778-8202

**Council Action:**

Reviewed By	Department	Date
<i>Monea J. Kerr</i>	Council Administration	8/18/2020
<i>Peter M. Ruffatto</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/19/2020



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**MEMORANDUM**

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**TO:** Bellingham City Council  
**FROM:** Council President Gene Knutson  
**CC:** Mayor Seth Fleetwood; Brian Heinrich; Peter Ruffatto  
**SUBJECT:** Discussion of City Council Staffing Needs  
**DATE:** August 18, 2020

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On July 6, 2020, the Council's Legislative Assistant announced her last day of work would be August 28<sup>th</sup> of this year. In preparation for this transition, Council President Gene Knutson convened a committee of three council members: Knutson (President), Stone (President Pro Tempore), and Vargas (Mayor Pro Tempore). The committee met on July 21<sup>st</sup> to discuss options as presented by Brian Heinrich, Deputy Administrator, and Ameleah Sullivan, Senior Human Resources Analyst.

The committee seeks to reassess Council office needs and then staff accordingly.

For that reason, the committee opted to delay recruitment efforts to identify a new Legislative Assistant at this time. In the interim, the following responsibilities will be delegated to existing City staff as outlined below:

- Transfer responsibility for notetaking/recording Council committee meetings to Elisabeth Oakes, Deputy City Clerk
- Transfer responsibility for public hearing notices, and preparation and distribution of the Council Agenda packet to Tracy Lewis, Executive Administrative Assistant, with review performed by Council staff prior to distribution
- Transfer responsibility for public outreach, communications, scheduling & logistics, serving as subject matter expert on municipal legislative process, information resource on issues, and historical background to Mark Gardner, Sr Legislative Policy Analyst



## Legislative Assistant Duties to be transferred to other City staff

### Tracy Lewis

- Coordination of time sheets – Mark will coordinate approval of paper timesheets by council president and give to Tracy. Tracy will enter into highline and approve.  
(need to establish timeline for Mark to submit timesheets to Tracy)
- Purchasing office supplies – Mark will compile a list of needed supplies and send to Tracy as needed.
- Schedules, coordinates and prepares background materials for regular and special council meetings
  - Receives agenda bills and reviews for completeness
  - Assigns bill to Council standing committee with estimated time for review and action
  - Schedules public hearing dates and other agenda topics
  - Sends draft agendas to Legislative staff for review and feedback prior to distribution
  - Provides timely notice of Council meetings
  - Oversees distribution of weekly agenda packets as required
- Assists in preparation and processing of public hearing notices for legal publication and required notification of appropriate property owners
- Organizes and coordinates logistical elements of Council meetings and retreats (Mark will coordinate with Tracy re logistical support needed)

### Elisabeth Oakes

- Attends and records all public Committee meetings and special meetings, prepares minutes and ensures necessary follow-up to all Committee/Council actions. Ensures adequate administrative support for all Council meetings.
- Keeps accurate records of all Council contracts, bonds and other legal documents. Initiates updates to legislative log (in addition to current duties of attaching documents)

### Mark Gardner

- Provides high level administrative support to the City Council. Works with the Council President to develop, monitor and maintain the Legislative Department's budget, financial records, and policies and procedures. Updates policy and procedure manuals, council documents and information posted to City website.
- Maintains Council member schedules; schedules appointments, meetings and appearances, coordinates joint meetings with other agencies as required. Sets council meeting calendar for following year by resolution. Ensures notice requirements are met for quorum of council members.
- Receives and responds to a variety of inquiries, concerns and complaints from citizens and individuals with a business interest in the City. Screens and refers calls as appropriate. Acts as liaison between Council and the Mayor's office. Assists in the resolution of problems and concerns, researches issues, attends meetings and maintains communication with community stakeholders.

- Maintains a good working relationship with members of the media; supplies appropriate, accurate and timely information. Stays abreast of emerging issues in the community and advises on planning agendas' timing issues for action and wording of potential communications or actions.
- Reviews council agendas and agenda bills; works with departments to ensure council receives all necessary agenda bill information for their deliberations. Performs follow up work from agenda with department heads and staff for Council action needed.
- Works with Council President to organize Council's annual reorganization meeting and retreat; coordinates with Tracy Lewis for logistical support.
- Coordinates immigration advisory board schedule, agenda and meetings. Posts agenda and minutes to City website.
- Makes or coordinates travel arrangements for Council members. Tracks travel and tuition allowance.
- Budget and Financial Records – Pay bills through accounts payable weekly. Reconcile purchasing card
- Serves as Council's subject matter expert on the municipal legislative process and provides continuity between councils by serving as an information resource on issues and historical background.

## CITY OF BELLINGHAM

### JOB DESCRIPTION

**JOB TITLE:** Legislative Assistant

**CLASS TITLE:** Program Technician

**DEPARTMENT:** Legislative

**E-PLAN**

**SG:E-9**

**CS:N**

**FLSA:N**

**EEO4CODE:PP**

#### **JOB SUMMARY:**

Performs advanced technical support activities and paraprofessional work for the City Council and handles the administrative functions of the Council office. Works with the Council President and other Council members, Department Heads, the Mayor's staff, other agencies and community groups to schedule Council meetings and set the business agenda. Prepares and disseminates the Council agenda. Serves as a resource on the municipal legislative process and other issues as needed, by coordinating orientation for new Council members, providing research, responding to public inquiries regarding City or Council actions, reporting trends in public opinion obtained through public contact, and explaining rules, projects, plans and initiatives to the public. Maintains schedules and calendars and serves as liaison to local, State and federal agencies. Works collaboratively with Executive staff, Department Heads and other staff. Maintains effective working relations with various community stakeholders in schools, business and public agencies, as well as with media representatives. Work requires a high degree of confidentiality and discretion in a sensitive public environment. Provides guidance as needed regarding the requirements of the Open Public Meetings Act, the Open Public Records Act and Roberts' Rules of Order.

#### **SUPERVISORY RELATIONSHIPS:**

Directly responsible to the Council President (at the direction of the full Council) with coordination from the City Attorney. Works independently and establishes office procedures and work routines under the guidance of applicable Legislative Office and City policies and procedures, as well as federal, State, City and departmental laws, rules and regulations. May receive day-to-day guidance from the City Attorney, as needed. May assign and monitor work of part-time and/or temporary employees and interns.

#### **ESSENTIAL FUNCTIONS OF THE JOB:**

1. **General Administrative Support:** Provides high level administrative support to the City Council. Works with the Council President to develop and monitor Legislative Department's budget, policies and procedures. Prepares and maintains the Legislative Department's budget and financial records, time sheets, etc. Maintains inventories and determines need for supplies, furniture and equipment. May research information needed for purchasing decisions. [Updates Council documents and information posted to City website.](#)
2. **Council Agendas and Agenda Bills:** Coordinates the preparation of Council agendas for various meetings. Schedules, coordinates, and prepares background materials for regular and special Council Committee meetings, workshops and retreats. Receives agenda bills and attachments and reviews for completeness. Works with departments to ensure Council receives all necessary agenda bill information for their deliberations. Assigns bill to Council standing committee(s) with estimated time for review and action. Schedules public hearings,

dates and other agenda topics. Performs follow up work from agenda with department heads and staff for Council action needed.

- 3 **Public Notice:** Assists in the preparation and processing of public hearing notices for legal publication and required notification of appropriate property owners in accordance with state and local regulations. Provides timely notice of Council meetings, including to key stakeholders. Oversees the distribution of weekly agenda packets accordingly.
- 4 **Council Committee Meetings:** Attends and records/tapes all public Committee meetings, prepares minutes and ensures necessary follow-up to all Committee/Council actions. Coordinates with the City Clerk Representative and other departments to ensure adequate administrative support for all Council meetings. Works with Council President to organize Council's annual reorganization meeting and retreat.
- 5 **Scheduling and Logistics:** Maintains Council calendar of meetings and activities and Council member schedules; sets council meeting calendar for following year by resolution. Ensures notice requirements are met for quorum of council members. Organizes and coordinates logistical elements of Council meetings and retreats. Makes or coordinates travel arrangements for Council and staff members as needed; schedules appointments, meetings and appearances, maintains a disciplined, organized schedule. Coordinates joint meetings with other agencies as required.
- 56 **Immigration Advisory Board:** Coordinates with board members to organize agenda materials, schedules and takes minutes for meetings. Arranges translation services for meetings as well as translation of all written materials and minutes. Posts meeting agenda, minutes and audio recording on City website.
- 67 **Communications:** Receives and responds to a variety of inquiries, concerns and complaints from citizens and individuals with a business interest in the City. Screens and refers calls as appropriate. Acts as liaison between the Council and Mayor's office, City employees, and the public. Assists in the resolution of problems and concerns through explanation of City or departmental practices and policies. Researches issues. Attends meetings in order to keep informed of departmental activities, City projects, issues and actions. Establishes and maintains communication links with community stakeholders, other public agencies, and other entities regarding Council business including communicating with other agencies to ensure up to date information regarding ward boundaries or other business interests.
- 78 **Media and Public Relations:** Maintains a good working relationship with members of the media; supplies appropriate and accurate and timely information. Detects emerging issues in the community and advises on planning agendas, timing issues for action and wording of potential communications or actions.
- 89 **Staff Supervision:** Hires and supervises part-time and temporary support staff and consultants as required: assigns and reviews work; may conduct performance appraisals, assess and provide for training and development needs, and attend to performance issues.
- 910 **Records Management:** Acts as records manager for area of responsibility; maintains and updates office filing system; updates various policies and procedures manuals; responsible for sending/retrieving archival materials. Keeps accurate records of all contracts, bonds, or other legal documents.

**1011 Council Processes Expert:** Serves as Council's subject matter expert on the municipal legislative process, Open Public Meetings Act, Open Public Records Act and Roberts' Rules of Order. Provides continuity between Councils and is an information resource on issues and historical background. Assists Council members to make sound decisions regarding appropriate Council member actions and communications.

#### **ADDITIONAL WORK PERFORMED:**

1. May provide back up to City Clerk Representative and other City staff members as appropriate.
2. Other duties within the scope of the assigned classification or the classifications below.

#### **PERFORMANCE REQUIREMENTS (Knowledge, Skills, and Abilities):**

##### Knowledge of:

- The Municipal legislative process, public notice requirements, Open Public Meetings Act, Public Records Act and Roberts' Rules of Order.
- Municipal administration and familiarity with the functions and activities of the departments and divisions of municipal government.
- State and local related codes and regulations, policies and procedures regarding legislative procedures and public notice requirements.

##### Skills:

- Excellent literacy skills including reading, composition, knowledge of standard and business English usage, punctuation, spelling, grammar, and format.
- Excellent interpersonal skills to deal with the public, staff, elected officials and media using courtesy and tact in sensitive or high pressure situations.
- Excellent listening skills and the ability to communicate orally and in writing in clear concise language appropriate for the purpose and parties addressed.
- Problem solving, decision making, time management, planning and organizing skills.
- Proficient in the use of standard software applications including word processing, spreadsheet, presentation, database management and document/records management programs.

##### Ability to:

- Read, understand and apply ordinances, laws, policies and procedures applicable to the scope of work.
- Develop and maintain a working familiarity with Council business and priorities, current and on-going City legislative issues, and community stakeholders.
- Maintain the highest level of professionalism, tact and discretion in a frequently high-pressure environment.
- Tolerate stress and handle several tasks simultaneously while maintaining accuracy and attention to detail in an environment of frequent interruptions.
- Work independently and assume responsibility in carrying out position responsibilities.
- Exercise sound judgment to solve problems in stressful situations.
- Organize, prioritize and schedule work to meet legal and business deadlines and demands of peak workloads while maintaining accuracy and attention to detail.
- Apply critical thinking and problem solving skills.



- Handle information with discretion and maintain the confidentiality of sensitive information and materials.
- Deal tactfully with the public and respond effectively in potentially confrontational situations.
- Communicate and work effectively with co-workers, City employees, public agencies, attorneys, and the public.
- Demonstrate the Public Service Competencies of Service Orientation, Results Orientation, and Teamwork and Cooperation.
- Maintain consistent and punctual attendance, including during periods of inclement weather.
- Physically perform the essential functions of the job, including:
  - Frequently operate a computer and read a computer screen or typewritten page;
  - Frequently communicate verbally;
  - Operate a multi-line telephone using a clear, well-modulated voice and good diction;
  - Hear in an environment with background noise and foot traffic;
  - Sit for long periods of time;
  - Occasionally lift and transport objects up to twenty-five (25) pounds;

**WORKING ENVIRONMENT:**

Work is performed in an executive office setting of high public contact and visibility, as well as in a semi-private office with computer workstation. May experience frequent interruptions. May also require occasional travel.

**EXPERIENCE AND TRAINING REQUIREMENTS:**

- High school diploma or General Equivalency Diploma (GED) required. College or vocational training in area related to the position, such as office management, public administration, or other related area is preferred.
- A minimum of five (5) years office administration or executive support including at least two (2) years as an executive secretary/assistant preferred.
- Proficiency with word processing, spreadsheet, document management and other technology applications.
- Keyboarding skills required at 50 words per minute.
- Municipal or other governmental experience strongly preferred.
- Experience in a public service organization preferred.
- Combination of education and experience that provides the applicant with the required knowledge, skills and abilities to perform the job will be considered.

**PREPARED BY:** Barry Bjork  
1/16/80

**REVIEWED BY:** \_\_\_\_\_  
Cathy Lehman, Council President

**REVISED BY:** BS 9/85  
BS/KH 4/86  
PB 3/95  
KH 4/04  
CL/LK 1/14

## CITY OF BELLINGHAM

### JOB DESCRIPTION

**JOB TITLE:** Senior Legislative Policy Analyst

**DEPARTMENT:** Legislative

**E-PLAN**  
**SG:E-13**  
**CS:N**  
**FLSA:N**  
**EEO4CODE:PR**

#### **JOB SUMMARY:**

Coordinates and carries out research on key policy areas assigned by the Bellingham City Council; coordinates approaches to policy formation, approval and adoption. Responsible for providing professional assistance to the Bellingham City Council with long-and-short-range planning, research and analysis in the areas of policy development and fiscal oversight. Researches and provides independent judgment in analyzing complex or unique problems, issues and situations; develops and justifies recommendations and findings. Writes ordinances and resolutions and takes them through all aspects of the legislative process. Conducts fiscal analysis of programs and supports Council in its consideration of the City budget. Includes evaluation of proposed actions based on the Bellingham Municipal Code, multi-jurisdictional relationships, State legislation and federal laws. Serves as liaison to other community stakeholder groups and entities, including other bodies of government and the non-profit and for-profit private sector. A high level of discretion and sensitivity is required in performing the work. May also be assigned special project work by the City Council in agreement with the Mayor.

#### **SUPERVISORY RELATIONSHIP:**

Reports to City Council President. Works in consultation with other City staff, City legal advisors and staff of outside agencies. Works independently under the guidance of City policies and procedures and various local, state and federal statutes and regulations.

#### **ESSENTIAL FUNCTIONS OF THE JOB:**

1. Policy Research: With approval of at least four City Council members and under direction of the Council President, independently investigates, develops and analyzes potential Council initiatives and recommends project plans and work programs. Conducts short-term research projects for individual Council members.
2. Policy Development: Researches, designs and processes for approval key internal and external policies that reflect the Council's priorities and strategic thinking. Networks with all sectors in defining best practices, community needs and collaborative policy solutions. Identifies, researches, organizes, and synthesizes both qualitative and quantitative information for City Council on assigned programs and issues. Sources may be City, County, State and federal law, as well as existing programs from other jurisdictions. Evaluates possible long-and-short range effects on policy; financial and budgetary ramifications; and relative risks of potential legislation. Decision-analysis reports to Council will include options, impacts and pros and cons of each option. Takes into account City department needs and contributions toward policy formation. Identifies other content experts for input and troubleshoots conflicted perspectives in designing policy issues. Reports issues and progress and confers with elected officials and staff regarding policies. Alerts City Council and Executive Department Staff to emerging issues or collateral impacts of new policies and assists with response planning.

3. Legislation and Amendments: Drafts innovative ordinances and regulations related to a diversity of topics, such as: critical areas, environment and sustainability; resource land retention; transportation planning; urban growth issues and other policy areas as assigned. Manages ordinances or resolutions through the legislative process, including: scheduling of items; research, analysis, writing, and design of materials needed to inform a decision; presentation before Council, legislative and advisory bodies, and community groups; revision of ordinances in response to Council direction, etc.
4. Strategic Advice: Provides strategic advice on complex subject-specific matters involving strategic direction, policy and operational issues. Researches new ideas and/or legislative proposals. Conducts fiscal analysis of policies or programs and develops program or policy specifications. Provides analytical support to the Council in its annual consideration of the City Budget.
5. Public Outreach : Provides outreach to key constituencies, reports feedback to the City Council and assists with the formation of municipal strategy on matters relevant to ecological, economic, development of human capital and preservation of local culture.
6. Special Issues Liaison: On behalf of, and as assigned by, the City Council serves as liaison or lead staff for coordination of certain City-wide/interdepartmental or inter-jurisdictional issues, either emergent or customary. Leads or participates in internal and external committees with other City staff, Council, other agencies and citizens.
7. Strategic Planning: Participates in City Council policy discussions and strategic planning. Provide support for the Council in annual strategic planning processes. May work with Communications Director to effectively coordinate communication of City priorities, policy ramifications or the means for public involvement in policy formation or special projects. Attends meetings to remain current on information about City initiatives and major projects.
8. Legal Issues. Identifies legal questions, refers to legal counsel and incorporates legal advice and opinions into policy analysis and recommendations to Council.
9. Management of schedule and work products. Evaluates and analyzes impacts of Council work programs and priorities for programmatic review; recommends schedules and tasks; plans for additional resources and integrates changes smoothly. Manages assigned projects and tasks, assuring timely completion. Prepares and presents work products and recommendations to Council members, committees and others as appropriate through oral summaries, written reports and computer-generated software programs. Drafts legislation and amendments; reviews with City legal staff for compliance with City standards. Designs publication templates, management processes, and reports necessary to provide information to the Council and manage the work activities of the position.

#### **ADDITIONAL WORK PERFORMED:**

1. Coordinates with and assists Legislative staff with projects, and provides back up, as assigned.
2. May coordinate with City departments to collect data, gather information and prepare reports relative to the Council's budget review needs. May provide review and recommendations on funding and staffing levels as assigned.
3. May coordinate special projects as assigned by the City Council in agreement with the Mayor. Works with City as assigned. Advocates for the City's position and best interest with other

stakeholders involved in a given project. Leverages professional expertise, such as legal, community design, finance, etc. to assure projects are successful in both impact, reflection of community will, and sustainability. Consults with City department representatives in terms of fit and chronology of implementation within the projects' execution. Apprises the Mayor, Council and departments of project progress.

4. May be required to speak or make presentations to groups of people.
5. Performs other related work of a similar nature and level.

#### **PERFORMANCE REQUIREMENTS (Knowledge, Skills, and Abilities):**

##### **Working knowledge of:**

- Principles and practices of public administration and policy analysis; research methods and techniques.
- City legislative, policy and program development, and public processes.
- City of Bellingham departments and operations
- City neighborhoods, leadership. local institutions and organizations.
- Peer and ancillary government units and local institutions
- Various public entity best practice models, their applicability and efficacy for communities of similar size and scope to Bellingham.
- Mathematical principles sufficient to perform statistical, financial and economic analyses;
- The role of the legislative branch of City government; state and local government agencies including special purpose and general purpose governments;
- Federal, state and local laws, rules and regulations governing the structure and operations of City government;
- Planning, zoning, methods for protecting resource lands, and transportation planning related to urban growth;
- Principles of planning, time management, project coordination and management, facilitation group dynamics, and program and process evaluation;
- Computer software programs and applications at an advanced level including word processing, spreadsheet, database and presentation software as well as operation of standard office equipment.

##### **Skills:**

- Excellent interpersonal skills for establishing and maintaining effective working relationships with the private sector, neighborhood leadership, citizens, elected and appointed City officials and staff.
- Demonstrated excellent written and verbal communications skills, including skill in preparation of various materials for publication and/or dissemination.
- Problem analysis and decision-making.
- Excellent planning, organizing and time management skills.
- Research, analysis, and program planning and evaluation skills.
- Proficient in use of word processing, internet, and other technology applications needed to carry out professional work.
- Meeting facilitation and conflict mediation skills.

##### **Ability to:**

- Conduct self at all times in an ethical, professional and respectful manner.

- Establish, facilitate and maintain productive, cooperative and effective working relationships with City departments and staff; elected officials; stakeholders; citizens and general public; and staff of other agencies; demonstrating discretion, respect, diplomacy and tact.
- Articulate the City's goals in an understandable and appropriate manner for the particular audience or individual.
- Articulate constituent group and citizen innovations, concerns and goals in an understandable and appropriate manner for the particular audience or individual.
- Prepare and make presentations in a persuasive and informative manner.
- Facilitate the efficient conduct of business meetings and committee work, whether as leader or liaison.
- Adapt and be flexible.
- Work independently with little direction.
- Analyze and evaluate economic, political and social trends, impacts and consequences of legislative policies and actions;
- Assess the relative advantages and disadvantages of alternative courses of action;
- Plan and organize work independently without immediate supervision; must exercise good judgment to determine when independent action is appropriate and when to refer situations to a higher authority;
- Communicate effectively, both verbally and in writing; initiate, compose and/or edit correspondence, records, narrative and other reports and documents in a manner which can be understood by non-technical listeners and readers;
- Organize facts and present findings, conclusions and recommendations in a clear and logical manner; prepare clear and concise reports;
- Learn, interpret, evaluate and apply a variety of complex written materials including laws, rules, regulations, reference materials, technical reports and legal documents; interpret administrative directives and use initiative and sound judgment in applying same to the work situation;
- Work effectively in a multi-task environment; take appropriate initiative; develop ways to improve and promote efficient work methods;
- Maintain consistent and punctual attendance.
- Willingness and ability to demonstrate the Public Service Competencies of Results Orientation, Service Orientation, and Teamwork and Cooperation.
- Physical ability to perform the essential functions of the position including:
  - correctable visual acuity to read and computer screen and a typeset page;
  - fine finger dexterity to manipulate computer keyboard and mouse;
  - ability to talk and hear sufficiently to communicate in person and over the phone;
  - ability to lift up to 25 lbs.

**WORKING ENVIRONMENT:**

Work is performed in an office environment with extended periods of time spent at a computer terminal. Moves throughout City facilities and other agencies, and periodically drives a motor vehicle to perform duties at other sites or travel outside of the city. Work is performed in a variety of settings, including Legislative and other City offices of high public contact and visibility. Work requires travel to and from meetings in Bellingham, with limited travel outside of Bellingham.

**EXPERIENCE AND TRAINING REQUIREMENTS:**

- Bachelor's degree in planning, environmental science, public administration or related field, required; Master's degree in public administration, communications, community organizing,



- planning, environmental science, health and human services or related field, or other additional advanced training desirable.
- Five (5) years professional-level experience in public policy work, including two (2) years of experience with community group processes, negotiated collaborative projects and processes, including working with complex, sensitive issues and developing collaborative, creative solutions to problems.
  - Proven record of customer service excellence.
  - Experience in a similar legislative or executive staff role highly desirable.
- OR**
- Any combination of education and related experience that provides the required knowledge, skills, and abilities to perform the job will be considered.

**NECESSARY SPECIAL REQUIREMENTS:**

- Employment contingent upon passing a criminal convictions and local background check.
- Ability to attend meetings outside of normal office hours including early mornings, evenings and weekends.
- Certification of National Incident Management System training is required within 6 months of hire, and at a level commensurate with local government employees who are charged with this responsibility.

**PREPARED BY:** M. Gardner;  
Cathy Lehman  
Lorna Klemanski  
7/2014

**REVIEWED BY:** \_\_\_\_\_  
Kelli Linville. Mayor



# City Council Agenda Bill

22728

Bill Number

Subject: **Discussion of Local Listening Series on Race and Justice and Next Steps**

Summary Statement: Bellingham, Whatcom County, Lummi Nation, and Western Washington University officials hosted a local listening series on race and justice, an opportunity for community members to share their experiences and their ideas for how leaders can make meaningful, effective changes. This series was intended to inform change and create a public record of community voices. The Committee of the Whole will reflect on the listening series, recognize community members' calls for action, and identify next steps.

Previous Council Action: **Listening sessions on race and justice were held during 2020 on July 28th, August 10th, August 15th and August 18th.**

Fiscal Impact: **None**

Funding Source: **N/A**

Attachments: 1. STAFF MEMO

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Committee Briefing - Direction Requested	8/24/2020	Provide Direction	Councilmember Hannah Stone	30 minutes

**Recommended Motion:**

**Council Committee:**  
Committee Of The Whole

**Agenda Bill Contact:**  
Monea Kerr, Legislative Assistant, (360) 778-8202

**Council Action:**

Reviewed By	Department	Date
<i>Monea J. Kerr</i>	Council Administration	8/18/2020
<i>Peter M. Ruffatto</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/19/2020



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**MEMORANDUM**

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**TO:** Bellingham City Council  
**FROM:** Councilmember Hannah Stone  
**CC:** Mayor Seth Fleetwood  
**SUBJECT:** Local Listening Series on Race and Justice and Next Steps  
**DATE:** August 18, 2020

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Bellingham and Whatcom County officials hosted a series of four listening sessions on race and justice. All sessions were held remotely via Zoom due to COVID-19 restrictions on in-person meetings. All sessions were open to the public and aired live on BTV and the City's YouTube channel.

Video recordings of the sessions are available for viewing on YouTube:

Session #1 - Tuesday, July 28, 2020 – 7:00-9:00PM  
<https://www.youtube.com/watch?v=uH27EQ2qlf8&feature=youtu.be>

Session #2 - Monday, August 10, 2020 – 6:00-8:00PM  
<https://www.youtube.com/watch?v=kGHGeMZFJt8&feature=youtu.be>

Session #3 - Saturday, August 15, 2020 – 11:00AM-1:00PM  
[https://www.youtube.com/watch?v=wMrLL\\_vRtlw&feature=youtu.be](https://www.youtube.com/watch?v=wMrLL_vRtlw&feature=youtu.be)

Session #4 - Tuesday, August 18, 2020 – 5:00-7:00PM  
[https://www.youtube.com/watch?v=TJ9W0Dm6\\_78&feature=youtu.be](https://www.youtube.com/watch?v=TJ9W0Dm6_78&feature=youtu.be)

For more information, please visit: <https://cob.org/news/2020/city-and-county-leaders-host-listening-series-on-race-and-justice>



# City Council Agenda Bill

22729

Bill Number

Subject: **Authorization of Payroll Labor Cost Payments Dated July 1 to July 15, 2020**

Summary Statement: For payroll payments related to the period of July 01 to July 15, 2020

Totals \$ 3,659,744.86

Previous Council Action: **2019-2020 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	8/24/2020	Authorize Payroll	N/A	0 minutes

Recommended Motion:

Council Committee:

Agenda Bill Contact:

L. Russell, HR Payroll, 778-8252

Reviewed By

*Andrew D. Asbjornsen*

Department

Finance Department

Date

8/18/2020

Council Action:

*Matthew T. Stamps*

Legal

8/18/2020

*Seth M. Fleetwood*

Executive

8/18/2020



# City Council Agenda Bill

22730

Bill Number

Subject: **Authorization of A/P Payments Issued July 16, 2020**

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

AP ACH and Check #549497 through #549598 were issued on July 16, 2020 for pay period July 10, 2020 through July 16, 2020 in the amount of \$3,973,390.24

Previous Council Action: **2019-2020 Adopted Budget**

Fiscal Impact: **Checks 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	8/24/2020	Authorize Accounts Payable	N/A	0 minutes

**Recommended Motion:**

**Council Committee:**

**Agenda Bill Contact:**

Rossner Gideon, Finance Department

**Council Action:**

Reviewed By	Department	Date
<i>Andrew D. Asbjornsen</i>	Finance Department	8/18/2020
<i>Matthew T. Stamps</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020





# City Council Agenda Bill

22731

Bill Number

Subject: **Authorization of A/P Checks Issued July 23, 2020**

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

AP ACH and Check #549613 through #549729 were issued on July 23, 2020 for pay period July 17, 2020 through July 23, 2020 in the amount of \$2,303,003.85

Previous Council Action: **2019-2020 Adopted Budget**

Fiscal Impact: **Checks 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	8/24/2020	Authorize Accounts Payable	N/A	0 minutes

**Recommended Motion:**

**Council Committee:**

**Agenda Bill Contact:**

Rossner Gideon, Finance Department

**Council Action:**

Reviewed By	Department	Date
<i>Andrew D. Asbjornsen</i>	Finance Department	8/18/2020
<i>Matthew T. Stamps</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020



# City Council Agenda Bill

22732

Bill Number

Subject: **Authorization of A/P Checks Issued July 31, 2020 through August 06, 2020**

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) #549835 through #549925, were issued during the pay period of July 31, 2020 through August 06, 2020, in the amount of \$4,606,039.41.

Previous Council Action: **2019-2020 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	8/24/2020	Authorize Accounts Payable	N/A	0 minutes

Recommended Motion:

Council Committee:

Agenda Bill Contact:

Rossner Gideon, Finance Department

Council Action:

Reviewed By	Department	Date
<i>Andrew D. Asbjornsen</i>	Finance Department	8/18/2020
<i>Matthew T. Stamps</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020



# City Council Agenda Bill

22733

Bill Number

Subject: **Authorization of A/P Checks Issued August 07, 2020 through August 13, 2020**

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) #549940 through #550051, were issued during the pay period of August 07, 2020 through August 13, 2020, in the amount of \$1,104,851.47.

Previous Council Action: **2019-2020 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	8/24/2020	Authorize Accounts Payable	N/A	0 minutes

Recommended Motion:

Council Committee:

Agenda Bill Contact:

Rossner Gideon, Finance Department

Council Action:

Reviewed By	Department	Date
<i>Andrew D. Asbjornsen</i>	Finance Department	8/18/2020
<i>Matthew T. Stamps</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020



# City Council Agenda Bill

22734

Bill Number

Subject: **Inter-Agency Agreement with Washington State Department of Ecology to Sponsor Two Washington Conservation Corps Crews for Natural Resource Projects**

Summary Statement: This Inter-Agency Agreement allows the City of Bellingham to sponsor two full-year Washington Conservation Corps crews from 10/5/2020 to 9/30/2021 for a total cost to the City of \$451,000. Crews will perform riparian restoration work throughout the City of Bellingham and the Lake Whatcom Watershed.

Previous Council Action: **AB#22396 Approving WCC Inter-Agency Agreement for 2019-2020 Term**

Fiscal Impact: **\$451,000, included in current 2019-2020 Budget and proposed in draft 2021-2022 Budget**

Funding Source: **Fund 410 (Water Fund)**

Attachments: 1. WCC-2005 STAFF REPORT  
2. WCC-2005 CONTRACT

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Consent Agenda	8/24/2020	Authorize Contract	Eric Johnston, PW Director	0 minutes

Recommended Motion:

Council Committee:

Agenda Bill Contact:

Renee LaCroix, Assistant PW Director, Natural Resources Department,  
360-778-7966

Reviewed By	Department	Date
<i>Eric C. Johnston</i>	Public Works	8/17/2020

Council Action:

<i>Connie C. Allen</i>	Purchasing	8/17/2020
<i>Andrew D. Asbjornsen</i>	Finance	8/18/2020
<i>Amy B. Kraham</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020



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

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## MEMORANDUM

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**TO:** BELLINGHAM CITY COUNCIL  
**FROM:** ERIC JOHNSTON, DIRECTOR OF PUBLIC WORKS  
**CC:** MAYOR SETH FLEETWOOD; RENEE LACROIX, ASSISTANT PUBLIC WORKS DIRECTOR; ANALIESE BURNS, HABITAT AND RESTORATION MANAGER  
**SUBJECT:** WASHINGTON CONSERVATION CORPS CONTRACT FOR 2020-2021  
**DATE:** 8/24/2020

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The City of Bellingham Public Works Department is requesting approval of the annual contract for two Washington Conservation Corps (WCC) crews. The two crews work with Public Works Natural Resources staff to continue the City's long-term commitment to improving and protecting the community's water quality, salmon habitat, and open space. The City's WCC crews serve the City through an inter-agency agreement with the Department of Ecology. The WCC program is a partnership between the City of Bellingham, the Washington State Department of Ecology and the federal AmeriCorps program. It provides meaningful service and training opportunities to young adults (ages 18-25) and military veterans.

The City has sponsored two crews each year for 19 consecutive years, starting in the wake of the 1999 Olympic Pipeline Explosion in Whatcom Creek. Their work helped restore this important habitat corridor and has now expanded to include over 200 acres on 81 properties throughout the City and Lake Whatcom Watershed. During the 2019-2020 term, they planted 11,750 native plants and contributed approximately 19,000 hours.

The WCC crews worked with City staff to help fulfill the City's adopted Legacies and Strategic Commitments. This term, they contributed to Healthy Environment by conducting fish removal during construction of the Squalicum Creek Re-route Phases 3 and 4 restoration project, an important continuation of water quality and habitat restoration in the Squalicum Creek watershed. They also assisted with fish removal during construction of the Middle Fork Nooksack River Fish Passage project. Their work was instrumental in allowing the contractors to remove the dam and provide salmon access to pristine upstream habitat. They contributed to Clean Safe Drinking Water, through their planting and vegetation management in the Lake Whatcom Watershed. They also protected Bellingham's waterbodies through monitoring salmon spawning, forage fish spawning, stream macroinvertebrates, and stream temperature. The results help us plan and improve our stewardship efforts. Finally, the crews contributed to Sense of Place by hosting two community work parties along our City streams to build community understanding and participation. Each crew member has contributed to our quality of life and in return, they leave with the skills necessary to continue their career of service.



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

AGREEMENT NO. WCC-2005

AGREEMENT  
BETWEEN

The State of Washington, Department of ECOLOGY  
AND  
City of Bellingham

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as "ECOLOGY", and City of Bellingham hereinafter referred to as the "SPONSOR."

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

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

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

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 10/5/2020 and be completed on 9/30/2021, unless terminated sooner as provided herein. The WCC Crew and/or WCC Individual Placement corpsmember specified in this agreement will be available to SPONSOR on the dates set forth on the calendar in Appendix "B" attached hereto and incorporated herein.

COMPENSATION

The parties have determined that the cost of accomplishing the work herein will not exceed \$451,000. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following established rates:

Provided by ECOLOGY	Reimbursed to ECOLOGY by SPONSOR
2 Full-Term WCC Crews	\$451,000
Total SPONSOR COST	\$451,000
	<i>Above cost Not to be Exceeded</i>

The costs reimbursed to ECOLOGY by SPONSOR are a cost-share rate. Estimated value of a WCC crew is \$258,027 annually per WCC Crew consisting of five WCC/AmeriCorps Members and one WCC Supervisor and/or \$34,333 annually per WCC Individual Placement. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

BILLING PROCEDURE

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



#### AGREEMENT ALTERATIONS AND AMENDMENTS

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

#### ASSIGNMENT

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

#### ASSURANCES

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

#### CONFORMANCE

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

#### DISPUTES

If a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

As an alternative to this process, if SPONSOR is a state agency, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

#### FUNDING AVAILABILITY

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

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

#### GOVERNING LAW AND VENUE

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

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

#### INDEMNIFICATION

To the fullest extent permitted by law, each party shall defend, indemnify, and hold harmless the other party, including officials, agents, and employees from and against all claims of third parties, and all associated losses 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 destruction of tangible property including loss of use resulting therefrom. Parties waive their immunities under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the other party and their agencies, officials, agents or employees.

#### INDEPENDENT CAPACITY

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

#### ORDER OF PRECEDENCE

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

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

#### RECORDS MAINTENANCE

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

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

#### RESPONSIBILITIES OF THE PARTIES

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

#### RIGHTS IN DATA

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

#### SEVERABILITY

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

#### TERMINATION FOR CAUSE

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

TERMINATION FOR CONVENIENCE

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

WAIVER

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

ALL WRITINGS CONTAINED HEREIN

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

AGREEMENT MANAGEMENT

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

The Contract/Program Manager for ECOLOGY is:

Travis Weller  
PO Box 47600  
Olympia, WA 98504  
(360) 742-8760  
travis.weller@ecy.wa.gov

The Contract/Program Manager for SPONSOR is:

Analiese Burns  
210 Lottie Street  
Bellingham WA 98225  
360-778-7968  
acburns@cob.org; pwinvoices@cob.org

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington  
Department of ECOLOGY

SPONSOR  
City of Bellingham  
See Attached

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Heather R. Bartlett, Deputy Director

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Printed Name, Title

City of Bellingham Signature Page for Document Titled:

AGREEMENT NO. WCC-2005

AGREEMENT  
BETWEEN

The State of Washington, Department of ECOLOGY  
AND  
City of Bellingham

**EXECUTED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, for the **CITY OF BELLINGHAM**:

**Departmental Approval:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Department Head

**Attest:**

**Approved as to Form:**

\_\_\_\_\_  
Finance Director

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

## STATEMENT OF WORK Appendix A

### Work summary:

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

### Special terms and conditions:

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

2. WCC vehicle is not to be used for heavy hauling; the primary use is for transportation of crew, tools, and safety equipment. In the event that WCC vehicles are requested to tow SPONSOR-provided equipment (including rentals), it will only be on a limited basis and SPONSOR is solely responsible for accidental damages, unless damages are caused by WCC negligence.

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

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

5. All state holidays and shutdown weeks are non-working days for members. Shutdown weeks are to be used by WCC staff/supervisors for planning purposes. The WCC standard 40-hour schedule is Monday through Thursday from 7:00am to 5:30pm. An alternate schedule may be arranged with prior approval from the WCC.

6. WCC's cost-share rate is calculated using the full costs of supporting WCC crews and IPs, including time spent training, required community service events, shutdowns, etc. Indirect costs are included in SPONSOR share at a standard rate of 5% of direct costs.

7. If inclement weather makes a project site inaccessible, then the sponsor should reassign the WCC crew or IP to alternative projects in an accessible location.

In inclement weather, WCC crews follow the weather-related guidance (e.g. shut-down, delayed start, early end, etc.) from the regional Ecology office closest to the crew lock-up or IP service location. If the member's assigned location is more than one hour from an Ecology regional office, then WCC follows weather-related guidance of federal, state and local governments. Only WCC can instruct a crew or IP to shut-down due to weather. Sponsors are not charged for WCC-initiated, weather related shut-downs or delays.

If a shut-down is requested by a sponsor for any reason, then the sponsor is responsible for crew costs.

### ECOLOGY shall:

1. Provide WCC members for the number of weeks specified in this agreement. Full-term crews and Individual Placements are available to SPONSOR for a maximum of 41 weeks (approx. 164 days) during the Federal AmeriCorps program service year (October-September).

2. Enroll members to begin service no sooner than October 5, 2020 and no later than October 19, 2020 to attain a full AmeriCorps scholarship. Member vacancies may be filled with a 900 hour, half-term AmeriCorps Education Award beginning March 24, 2021. Any further member enrollment for the remainder of the program year is at the discretion of ECOLOGY and based on availability.

3. In the event of a disaster response deployment, ECOLOGY will make every effort to fulfill SPONSOR needs, including sending additional members, whenever possible. Unless disaster response activities are requested by the sponsor, sponsors are not charged for WCC's emergency and disaster responses.

4. Provide training and development specified in Appendix B: four (4) days of formal WCC training, a two to four day Orientation Training, one day dedicated to MLK Community Service, and one day for a debrief meeting near the conclusion of the term. Beyond dates included in Appendix B, Ecology will schedule up to 6 additional days of Supervisor training during the term. WCC members and supervisors are logging hours on the dates identified for WCC-sanctioned events, but are unavailable to SPONSOR. ECOLOGY will provide a 4-day Assistant Supervisor training to the designated Assistant Supervisor.

5. Each full-term crew or IP may spend up to three weeks (twelve days) with an alternative sponsor during the crew year. These dates will be determined in coordination with their full-term Sponsor.

6. For crews, ECOLOGY agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Rates are not based on actual attendance, however, invoices will be reduced for member or supervisor vacancies lasting 20 days or more.

SPONSOR shall:

1. Guide completion of appropriate projects for number of weeks specified in this agreement by providing logistical, technical and safety-related support necessary for project completion. Provide site orientation for WCC members, site-specific training, and materials beyond basic hand tools to complete tasks. Obtain and ensure adherence to applicable permits as set by local, state, tribal or federal laws and regulations.

2. Help promote the AmeriCorps and WCC brands, logo, slogans and phrases. WCC will provide camera-ready logo. AmeriCorps is a registered service mark of the Corporation for National and Community Service.

3. For a SPONSOR hosting Individual Placement positions, SPONSOR agrees to provide computer access, email, transportation to and from WCC events (or private mileage reimbursement), and day-to-day direction of activities.

4. For a SPONSOR hosting full-term WCC Crew(s), SPONSOR shall provide a secure site to store tools and park crew vehicles as well as desk and internet access for the crew supervisor. In the event of theft, vandalism, or loss, the SPONSOR shall provide reimbursement (75 percent sponsor share) of expenditures and deductibles.

AmeriCorps Prohibited Activities:

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

- A. Attempting to influence legislation;
- B. Organizing or engaging in protests, petitions, boycotts, or strikes;
- C. Assisting, promoting, or deterring union organizing;
- D. Impairing existing contracts for services or collective bargaining agreements;
- E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- H. Providing a direct benefit to—
  - I. A business organized for profit;
  - II. A labor union;
  - III. A partisan political organization;
  - IV. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - V. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- J. Providing abortion services or referrals for receipt of such services; and
- K. Such other activities as CNCS may prohibit.

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



# Appendix B WCC CALENDAR

## 2020-2021 WCC Events Calendar

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

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

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

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

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

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

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

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

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

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

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

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

	Start (FT=10/5, HT=3/24, QT=6/16)
	Holiday (observed) Day Off
	Returning Member Orientation*
	New Member Orientation*
	AmeriCorps Sweating in (Central Payroll) approx. 4 hours
	Assistant Supervisor Training*
	Mkt. Sup Holiday, Member Service Day

	Individual Placement Meeting*
	Training Conference 8/30-9/2 (tentative)
	HT* Member Orientation*
	Spike (12 days with alternate sponsor)
	Supervisor Refresher Training
	End-of-year presentations (1 day/region)
	8/19-OLYMPIC & NW 8/26 S. Payroll Sunde
	9/2-OLYMPIC & NW 9/9 Central/E. WA

	PDPs Due (July: QT member only)
	eTime: hours entered
	eTime: prior pay period approval due
	Payday (10th & 25th, varies on weekends)
	Production (last Thursday of the month)
	Supervisors: Crew Interviews

	End Date (HT=3/25, QT/FT=9/9), eTime attestation due
	Exit Paperwork Due (HT=3/18, all others: 8/19)
	MyAmeriCorps Online Survey & Form
	WCC Decision Exit Forms
	Shutdown Weeks:
	Supervisors: Finalize Interviews/Enrollment
	Supervisors: Cross-Training
	Supervisors: All-staff meeting & prep days

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

October	160	November	140	December	170	January	160
February	150	March	190	April	170	May	160
June	180	July	160	August	180	September	50

Fullterm Oct 5-Sep 9: 1870	Halfterm Oct 5-Mar 25: 940	Halfterm Mar 24-Sep 9: 950	QT Term Jun 16-Sep 9: 480
FT: 1700-hr min, \$6195 Ed Award	HT: 900-hr min, \$3097.5 Ed Award	HT: 900-hr min, \$3097.5 Ed Award	QT: 450-hr min, \$1638.89 Ed Award

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

\*Holidays and pay days included for convenience. In the event of conflicting information, order of precedence is 1) WFSE CBA for supervisors 2) applicable WACS 3) WCC calendar



# City Council Agenda Bill

22735

Bill Number

Subject: **2020 Paramedic Class Funding**

Summary Statement: ILA between City of Bellingham and Whatcom County to provide funding for Whatcom County's 2020 Paramedic Training Program.

Previous Council Action: **Whatcom County ALS Contract; City of Bellingham Contract #2019-0197**

Fiscal Impact: **\$642,503.07 in Reimbursement to the Medic 1 Fund**

Funding Source: **Whatcom County EMS Levy**

Attachments: 1. STAFF MEMO  
2. PARAMEDIC TRAINING ILA

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Consent Agenda	8/24/2020	Vote to Approve	Scott Ryckman, Division Chief EMS, Bellingham Fire Department	0 minutes

**Recommended Motion:**

**Council Committee:**

**Agenda Bill Contact:**  
Scott Ryckman

**Council Action:**

Reviewed By	Department	Date
<i>Bill C. Hewett</i>	Fire Department	8/18/2020
<i>Andrew D. Asbjornsen</i>	Finance	8/18/2020
<i>Peter M. Ruffatto</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020



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

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**MEMORANDUM**

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**TO:** Bellingham City Council  
**FROM:** Scott Ryckman, Division Chief EMS, Bellingham Fire Department  
**CC:** Mayor Seth Fleetwood  
**SUBJECT:** 2020 Paramedic Class Funding  
**DATE:** 8/24/2020

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City of Bellingham and Whatcom County are currently training five (5) additional paramedics for deployment in early 2021. The attached ILA updates "Exhibit A" which outlines budget for the cohort that is currently in progress. This ILA was delayed due to CoVID-19 and associated operational impacts. This ILA provides \$642,503.07 to reimburse the City of Bellingham for training costs from the Whatcom County EMS Levy.

 ORIGINAL

WHATCOM COUNTY  
CONTRACT NO.  
202008012

## INTERLOCAL AGREEMENT FOR PARAMEDIC TRAINING

**This Interlocal Agreement for Paramedic Training ("Agreement")** is made and entered into this day by and between the COUNTY OF WHATCOM, a municipal corporation, hereinafter referred to as the 'County' and the CITY OF BELLINGHAM a municipal corporation, hereinafter referred to as the 'City', the County and the City are the only parties to this Agreement and may be referred to collectively as "Parties" hereinafter.

### RECITALS

**WHEREAS**, the Parties consider it to be in the best interest of the citizens they serve to explore and collaborate wherever feasible to improve efficiency and service delivery; and

**WHEREAS**, the County is the governmental entity that assumes responsibility to ensure a unified administration and integrated operation of ALS services on a county-wide basis; and

**WHEREAS**, the Parties desire to enter into this Agreement for the payment of paramedic student training as provided herein; and

**WHEREAS**, the Parties are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into this Agreement to allow the Parties to cooperate with each other to provide high-quality services to the public in the most efficient manner possible.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### TERMS

#### 1. OBLIGATIONS OF THE PARTIES.

The goal of the Parties is to work cooperatively with each other as well as the EOB and TAB to facilitate coordinated county-wide paramedic ambulance services. Each party's responsibilities in furtherance of this goal are identified as follows:

## **CITY**

- a) The City shall recommend students who have tested for the paramedic training program consistent with the annual Training Budget.
- b) The City shall recommend and ensure that the recommended paramedic student agrees to a five (5) year commitment to work as a Paramedic in the Whatcom County EMS System.
- c) The City will purchase all of the required books, labs, equipment and learning management software subscriptions for **each** of the recommended paramedic students participating in the class.
- d) The City will provide preceptor, instruction and patient contact time for their recommended Paramedic students and the two Paramedic students participating from North Whatcom Fire Authority.
- e) Upon graduation, Paramedics will be assigned to work Advanced Life Support Units in Whatcom County per the interlocal agreement between NWFR and BFD dated July 30, 2020.

## **COUNTY**

- a) The County, as the administrator of the county-wide EMS system, shall be responsible for making Paramedic Training available to all county fire agencies and departments.
- b). The County shall pay the Paramedic Training Program costs as outlined in the Training Budget including equipment, materials, books for each student participating in the program.

## **2. IMPRACTICABILITY AND FORCE MAJEURE.**

Neither the County nor the City shall be required to perform any obligation to the extent the performance or the provision of such becomes impracticable as a result of a cause or causes outside of the reasonable control of the County or City, or to the extent the performance of such requires the County or City to violate applicable laws, rules or regulations or result in the breach of any license, permit or applicable contract. The obligations of the County and City under this Agreement are subject to conditions of force majeure, including an act of God, act of a public enemy, war, revolution, riot, or any other cause which is not reasonably within the control of the County or City.

## **3. COMPENSATION AND METHOD OF PAYMENT**

As consideration for the costs associated with the Paramedic Training Program as set forth in this Agreement, the County shall reimburse the City upon receipt of eligible costs associated with the Paramedic Training Program as defined in this Section and further described in Attachment A, Budget.

The County agrees to reimburse the City a total of up to \$115,670 for each City Fire Department paramedic student participating in the paramedic training consistent with Attachment A, 2020 Paramedic Training Budget. The County will reimburse the City a total of \$6,320 for the preceptor and evaluation fees incurred for each of the North Whatcom Fire Authority paramedic students. The City will provide quarterly paramedic training activity reports upon request. The City shall submit written claims on a monthly basis for reimbursement. Claims will be supported by payroll summaries identifying employee, hours worked and amount of compensation. The County will reimburse up to \$103,000 of payroll costs per student. The County will reimburse up to \$6,350 for training supplies including books, labs, equipment and learning management software for each paramedic student participating in the program. The County reimbursements will be within 30 days of receipt of an accurate and complete monthly claim. Monthly claims are to be submitted to the County Executive Office.

#### **4. CONTRACT REOPENER**

- a. The Parties may mutually agree to re-open the contract for renegotiation of any of its terms based on changed circumstances.
- b. This Agreement will be reopened at either the County's request or the City's request if the County requests changes in the means, methods, or scope of services identified in the budget that have financial implications. The scope of the reopener shall be limited to addressing the financial implications and the specific request that raises financial implications.

#### **5. EFFECTIVE DATE, DURATION, WITHDRAWAL AND TERMINATION**

This Agreement shall be effective on date of signature by all Parties, and shall apply retroactively to January 1, 2020 for the purposes as described above and shall continue through and including December 31, 2023, in accordance with each year's approved Paramedic Training Budget and as agreed to by both Parties.



Following notice of termination, the terms and conditions contained herein shall continue in full force and effect for the remaining term of the Agreement. The Parties covenant to work cooperatively and in good faith under the terms and conditions expressed herein after one party has given the other parties a written notice of termination.

#### **6. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 (HIPAA)**

The Parties agree that protected health information shall be used and maintained as set forth in the Business Associate Agreement attached hereto as Exhibit B in order to ensure compliance with HIPAA. The City shall also comply with all applicable provisions of the Health Information Technology for Economic and Clinical Health Act.

#### **7. COMPLIANCE WITH LAWS**

The Parties, in performance of this Agreement, agree to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

#### **8. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES**

The County and the City are equal opportunity employers. The City agrees that they shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The City shall take such action with respect to this Agreement as may be required to ensure full compliance with state and federal law. The City shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Agreement.

#### **9. RELATIONSHIP OF PARTIES**

The Parties hereto recognize and agree that they are independent governmental entities. Except as expressly provided for herein, nothing in the Agreement shall be construed to limit the discretion of the governing bodies of each party.

Neither party shall assume any liability for the direct payment of any salary, wages or other compensation of any type to any of the other party's personnel performing services hereunder. No agent, employee or other representative of the Parties shall be deemed to be an employee of the other party for any reason. This Agreement shall not be construed or interpreted such that either party hereto is held to be an agent of the other party.

#### **10. DISPUTE RESOLUTION, JURISDICTION, AND VENUE**

- a. In the event of a dispute between the Parties arising from this Agreement or any obligations hereunder, the dispute shall first be referred to the operational officers or representatives designated by the Parties to have the responsibility of administering this Agreement. Said officers or representatives shall meet as soon as possible, and in any event the initial meeting shall be held within thirty (30) days of either Party's request for a meeting to resolve the dispute. The Parties covenant to make a good faith attempt to resolve the dispute at this meeting.
- b. In the event that the Parties are unable to resolve any dispute arising under this Agreement, or other dispute or disagreement arising from the implementation of the terms of the Agreement, the Parties agree that mediation will be a condition precedent to any litigation. The Parties agree to jointly select a mediator. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of five (5) mediators from a reputable non-Whatcom County dispute resolution organization and alternately strike mediators on that list until one remains. The Parties agree to share equally in the cost of mediation.
- c. In the event that mediation is unsuccessful and litigation ensues, each Party shall bear its own costs and expenses. The venue for any dispute related to this Agreement shall be Skagit County, Washington. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

#### **11. POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

## **12. INDEMNIFICATION; HOLD HARMLESS**

All services to be rendered or performed by each Party under this Agreement shall be performed or rendered entirely at each Party's own risk, as to third-party claims based on such services. Each Party ("Indemnifying Party") expressly agrees to indemnify and hold harmless each other Party and all of its officers, agents, employees ("Indemnified Party"), from any and all liability, loss or damage including reasonable costs of defense that the Indemnified Party may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the Indemnified Party or any person which result from or arise out of the services performed by the Indemnifying Party under this Agreement; provided, that no Party is entitled to the protection of this section when the liability at issue has resulted exclusively from the errors or omissions of such Party, its officers, agents, or employees.

## **13. SEVERABILITY**

- a. It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- b. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision. If there is a judicial finding of illegality or conflict as set forth in this Section, and such finding materially frustrates either Party's intent with respect to this Agreement, the Party disadvantaged by the finding may cause this Agreement to be reopened for negotiation, with 60 days advance written notice. The negotiation shall be limited to reinstating the Parties to their respective positions as if the finding had not occurred.

## **14. ENTIRE AGREEMENT**

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by all Parties. All Parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. The Parties agree that this Agreement

supersedes any previous agreement between the Parties regarding the services and obligations set forth herein.

## 15. NOTICES

All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given when delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

WHATCOM COUNTY  
c/o COUNTY EXECUTIVE  
311 GRAND AVENUE  
BELLINGHAM, WASHINGTON 98225

BELLINGHAM FIRE DEPARTMENT  
c/o FIRE CHIEF  
1800 BROADWAY  
BELLINGHAM, WASHINGTON 98225

WHATCOM COUNTY:

Approved as to form:

Approved by email Chris Quinn /SM.  
Prosecuting Attorney                      Date

Approved:  
Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

City of Bellingham signature page for agreement with \_\_\_\_\_.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020, for the CITY OF BELLINGHAM:

\_\_\_\_\_  
Seth Fleetwood, Mayor

Attest:

\_\_\_\_\_  
Finance Director

Departmental Approval:

\_\_\_\_\_  
Approved as to Form:

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

## Exhibit A

PM Training Contract Exhibit A			
<b>Individual Paramedic Student Costs</b>			
	<b>Description</b>	<b>Cost Per Student</b>	<b>Students</b>
Preceptor Fees	Assigned Student Paramedic Preceptors	\$ 5,000.00	5 (3BFD, 2NWFA)
Evaluation Fee	Formal Evaluation Reports (\$22 x 60 evals per student)	\$ 1,320.00	5 (3BFD, 2NWFA)
Student Equipment	Books, Stethoscopes, calipers, IV supplies, Disposable mannequin supplies, physiology training anatomy dissection parts, Platinum Program, PALS/NRET testing, CAAHEP, Clinical Training Site visit, Safety Clothing for clinical training	\$ 6,350.00	7 (3BFD, 2 NWFA, and 2FD7)
	Sub Total	\$ 76,050.00	
Student	Student class & patient contact hours.	\$ 103,000.00	
	Sub Total	\$ 309,000.00	3
<b>Annual Program Costs</b>			
	<b>Description</b>	<b>Program Cost</b>	
Lead Instructor	Training Coordinator	\$ 184,453.07	
Class Administration	COAEMP Required Fee & Site Visit, Admin support- class schedules, software set-up/data entry/student training, program supply/equip ordering, assistance with CAEHEP accreditation process	\$ 33,000.00	
Program Instructors	Physicians, College Instructors, Paramedic Instructors	\$ 40,000.00	
	Sub Total	\$ 257,453.07	
	<b>GRAND TOTAL</b>	\$ 642,503.07	





# City Council Agenda Bill

22736

Bill Number

Subject: **Lease Agreement for Sehome Cell Tower – Western Washington University Police**

Summary Statement: Renewal and modification of a lease agreement with the Western Washington University Police for use of the City's new radio tower recently constructed on Sehome Hill.

Previous Council Action: **Approval of the original lease agreement dating back to 2002.**

Fiscal Impact: **Ongoing revenue of \$3,300 per year for five years, with an option of four more five-year extensions. Each five year extension is subject to a 15% increase.**

Funding Source: **Revenue received to the Communications Fund 511 from Western Washington University**

Attachments: 1. SEHOME TOWER LEASE-WWU POLICE STAFF MEMO  
2. SEHOME TOWER LEASE WWU POLICE LEASE AGREEMENT

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Consent Agenda	8/24/2020	Authorize Contract	Eric Johnston, PW Director	0 minutes

**Recommended Motion:**

**Council Committee:**

**Agenda Bill Contact:**

Clark Williams, Superintendent 360-778-7810

**Council Action:**

Reviewed By	Department	Date
<i>Eric C. Johnston</i>	Public Works	8/17/2020
<i>Connie C. Allen</i>	Purchasing	8/17/2020
<i>Andrew D. Asbjornsen</i>	Finance	8/18/2020
<i>Matthew T. Stamps</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020



**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:** LEASE AGREEMENT WITH WESTERN WASHINGTON UNIVERSITY, POLICE  
**DATE:** August 24, 2020

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**BACKGROUND:** The City originally signed a long-term lease with Western Washington University to utilize a small equipment space for a radio in our facility on Sehome Hill that would transmit and receive communications on a combined antennae on the City's tower. That lease originated in 2002. The tower reached its useable life, and a new tower was designed and has been constructed for replacement at the same site, a few hundred feet away. The lease agreement was not formally extended beyond 2016 as the terms of a new lease agreement required modification to reflect the new tower location and more accurately account for market rates. However, during the transition period of new tower construction, and the demolition of the old tower, which is currently in the works, the University has been allowed to continue to operate on the City's site.

The new lease being proposed is for a five-year term, with four more five-year extensions. It also accounts for a one-time up-front payment for lease rent in arrearage for the gap between 2017 and present because the University has been using the old tower while the City relocates their equipment to the new tower.

**SUMMARY:** The proposed new lease agreement and terms have already been approved by the University.

**RECOMMENDATION ACTION:** Approve the new lease agreement.

**CITY OF BELLINGHAM – WESTERN WASHINGTON UNIVERSITY  
LEASE AGREEMENT FOR SPACE ON OR WITHIN  
SEHOME HILL COMMUNICATIONS SITE  
FOR UNIVERSITY POLICE USE**

**THIS LEASE AGREEMENT** (“**Agreement**”) is entered into by and between the **CITY OF BELLINGHAM**, a first-class city and municipal corporation of the State of Washington (“**Landlord**”), and **WESTERN WASHINGTON UNIVERSITY**, a state agency of the State of Washington (“**Tenant**”), collectively, the “**Parties**”.

**RECITALS**

**WHEREAS**, Landlord is the owner of certain real property commonly known as 100 Arboretum Drive (formerly known as 600 25<sup>th</sup> Street), Bellingham, Washington, and legally described in Exhibit A hereto (the “**Property**”), including the communications towers, equipment shelters and ancillary facilities located thereon; and

**WHEREAS**, Landlord and Tenant are parties to that certain transmitter site lease agreement dated March 7, 2002, City Contract No. 2002-0071, as amended by City Contract Nos. 2002-0071A, 2002-0071B and 2002-0071C (“**Original Lease**”), pursuant to which Tenant leased space on or within Landlord’s communications tower and equipment room situated on the Property (the “**Original Facility**”); and

**WHEREAS**, the Original Lease was previously extended through December 31, 2016 at the annual rental rate of \$3,000 per year (City Contract No. 2002-0071C); and

**WHEREAS**, Tenant has continued to access and use the Original Facility as a holdover tenant up to the present date without paying rent for 2018, 2019 and 2020, resulting in a principal arrearage of \$3,000 per year for a total arrearage of \$9,000 (“**Arrearage**”); and

**WHEREAS**, Landlord recently installed on the Property a new 180’ self-supporting communications tower (“**Tower**”), a new 10ft x 24ft equipment shelter (“**Shelter**”), and other ancillary facilities (collectively, the “**New Facility**”), as generally depicted in the site plan attached hereto as Exhibit B; and

**WHEREAS**, Landlord plans to decommission and remove the Original Facility from the Property, with such work beginning no later than January 1, 2021; and

**WHEREAS**, Tenant desires to lease space on the New Facility, including space within the Shelter, for the purpose of installing, operating, and maintaining 1 (one) radio repeater transmitting on 453.5500 MHz and receiving on 458.5500 MHz; and

**WHEREAS**, Landlord is willing to lease space on the New Facility to Tenant, provided that Tenant pay the Arrearage owed for its continued use of the Original Facility within thirty (30) days of invoicing by the City after the Effective Date of this Agreement, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

#### **TERMS AND CONDITIONS**

**1. PURPOSE AND SCOPE.** The purpose of this Agreement is to provide for the following: (1) Tenant's payment of the Arrearage due and owing for its continued use of the Original Facility; (2) Tenant's relocation from the Original Facility to the New Facility; (3) Termination of the Original Lease; and (4) Tenant's leasing of space on or within the New Facility for a term of years.

**2. SIGNIFICANT DATES.**

2.1 *Effective Date.* This Agreement shall take effect on the date of the last authorized signature below.

2.2 *Lease Commencement Date for New Facility.* July 1, 2020, notwithstanding the date of execution hereof.

2.3 *Transition Term.* July 1, 2020 to December 31, 2020. Tenant shall relocate from the Original Facility to the New Facility during this six-month period.

2.4 *Original Lease – Amended Termination Date.* December 31, 2020.

2.5 *Rent Commencement Date for New Facility.* January 1, 2021.

2.6 *Primary Term for New Facility.* The Primary Term shall be a period of five (5) years commencing January 1, 2021 and ending December 31, 2025.

2.7 *Renewal Terms.* This Agreement provides four (4) Renewal Terms, each for a period of five (5) years.

**3. TENANT RELOCATION.** Tenant shall relocate its equipment and operations from the Original Facility to the New Facility as follows:

3.1 *Removal of Equipment from the Original Facility.* Tenant shall, at its expense, remove all its equipment and personal property from the Original Facility on or before the conclusion of the Transition Term. Any Tenant equipment or personal property remaining on the Original Facility after the conclusion of the Transition Term may be removed and disposed of by Landlord at Tenant's expense.

3.2 *Installation of Equipment on the New Facility.* Tenant may commence installation of its equipment on or within its allocated space on the New Facility as of the Lease Commencement Date, provided that Tenant shall coordinate its installation activities in advance with Landlord to avoid conflicts with, and minimize disruptions to, other authorized users of the New Facility. Tenant is solely responsible for all costs and work associated with installing and operating its communications equipment on the New Facility.

3.3 *Government Permits and Approvals.* Tenant is responsible for obtaining all necessary government permits and approvals for the relocation work.

**4. LEASED PREMISES.** Landlord hereby leases to Tenant the following portions of Landlord's New Facility, as further described and depicted in Exhibit B (the "Leased Premises"):

4.1 *Shelter Allocation.* The Leased Premises includes space within the Shelter within a standard 19" equipment rack not to exceed 10 (ten) Rack Units ("RU"; 1 RU = 1.75") to accommodate a single UHF repeater as identified in Exhibit C. The location of this rack space within the Shelter is to be determined by the Landlord.

4.2 *Power Allocation.* Tenant's equipment as indicated in Exhibit C shall be supported by the Shelter's AC distribution system which includes the support of the New Facility backup power system and automatic transfer switching system.

4.3 *Tower Space Allocation.* Tenant shall have no dedicated antenna or supporting equipment on the tower. Antenna requirements for Tenant's communications equipment shall be provided through the New Facility's antenna combining system. Specifically, Landlord shall provide and maintain a transmitter and receiver antenna combining system within the Shelter which will include ports for connection to the Tenant's equipment. Technical contact information will be provided to the Tenant should there be a need for servicing a failure on the Antenna Combining System.

## **5. PERMITTED USES & OPERATIONAL REQUIREMENTS**

5.1 *Approved Installation.* The communications equipment shown in Exhibit C is hereby approved for installation in the Shelter, subject to the parameters defined in this Agreement, and further provided that the Tenant obtains and maintains all necessary permissions from the Federal Communications Commission ("FCC") for operation of a transmitter at the New Facility.

5.2 *FCC Licensing.* This Agreement is intended to only cover transmission on the UHF frequency 453.5500MHz, operating under the parameters as licensed and defined on FCC License KSL363 held by the Tenant. A copy of the original FCC License shall be provided to the Landlord for posting at the New Facility as required by FCC regulations. Tenant shall be responsible for the status of their FCC authorization.

5.3 *Effective Radiated Power Limits.* Landlord will provide technical data regarding the New Facility's Transmitter Antenna Combining System for the purposes of ensuring the Tenant's technical support staff can adjust the Tenant's transmitting equipment to operate within



the licensed Effective Radiated Power (“ERP”) limits as defined in the Tenant’s authorization form the FCC.

5.4 *Installation.* Tenant shall bear all costs arising in the installation and maintenance of its equipment. All equipment and hardware installed by the Tenant shall be the sole and exclusive property of the Tenant.

5.5 *Access.* Landlord shall provide Tenant access to the New Facility throughout the term of this Agreement. Access shall be scheduled and coordinated through the City of Bellingham Communications Shop. In the event of an equipment failure requiring an emergency response to the New Facility, Communications Shop Staff are available on an on-call rotation 24/7/365. Detail regarding contacting staff on-call will be provide to Tenant and kept current should any changes to that protocol be implemented.

5.6 *Maintenance.* Tenant shall be solely responsible for maintaining any and all of its equipment at the New Facility. Maintenance shall include the responsibility for adhering to the specific operational parameters as defined by the Tenant’s FCC authorization to operate a transmitter at this location as well as general FCC regulations as defined by the FCC in Title 47 of the Code of Federal Regulations (CFR) Subchapter D – Safety and Special Radio Services - Part 90 – Private Land Mobile Radio Services. Tenant is only responsible for operation of its equipment located at the New Facility. Adherence to any FCC regulations applying to operation of the New Facility are solely the Landlord’s responsibility.

5.7 *Technical Contact.* Tenant will provide Landlord with contact information for whomever is responsible for maintaining the Tenant’s radio equipment. This contact information is critical to the Landlord for notification purposes should there be a critical failure at the New Facility, or the need for routine scheduled maintenance at the New Facility.

5.8 *Additional or Changes to Communications Equipment.* Tenant shall not make any changes to their installed equipment as listed in Exhibit C without Landlord’s prior written approval. In addition, no changes to the technical operational parameters of the Tenant’s equipment as defined in the Tenant’s FCC authorization on the date of the execution of this Agreement shall be made without the Landlord’s written consent. This includes but is not limited to frequency of operation, transmitter power, or transmitter emission type. For any

proposed revisions, an approval package consisting of the following items must be submitted to Landlord's Communication Manager or designee: (i) a Radio Frequency Interference Report/InterMod Study identifying all frequencies used by Landlord and all site tenants, certifying that the proposed revisions will not cause frequency interference for the Landlord's or any other tenant's communication systems; (ii) a list of all equipment proposed and in-use by the Tenant on the Leased Premises; (iii) final design drawings of the proposed revision; (iv) a signed and dated approval request for formal approval of the revision; and (v) any other information reasonably requested by Landlord.

**6. NONEXCLUSIVE USE; NONINTERFERENCE.** Tenant's use of the New Facility is not exclusive. The New Facility will also be used by Landlord and other tenants of Landlord. The radio frequencies utilized by Landlord and each existing tenant on the Original Facility (all of whom are expected to relocate to the New Facility) are detailed in the Radio Frequency Interference Analysis Report, Sehome Intermod, dated January 12, 2017, prepared by Hatfield & Dawson of Seattle, Washington (the "**Intermod Report**"), a copy of which has been provided to Tenant.

6.1 Tenant shall not operate its Communications Equipment in a manner that interferes with the equipment or frequencies utilized by Landlord or any other tenant as detailed in the Intermod Report.

6.2 Landlord shall not operate its equipment, or permit any tenant to operate their equipment, in a manner that interferes with the equipment or frequencies utilized by Tenant as detailed in the Intermod Report.

6.3 Landlord shall not permit any new frequency on the New Facility (other than those identified in the Intermod Report) unless the party seeking to use such new frequency submits a radio frequency interference report/intermod study showing, to Landlord's reasonable satisfaction, that such frequencies will not interfere with the equipment or frequencies of other authorized users on the New Tower.

6.4 In no event shall Landlord be liable to Tenant for damages or specific performance for any actual or alleged breach of this section. Tenant's sole remedy for any such breach is to terminate the Lease. In the event of termination pursuant to this clause, Tenant shall be required to pay rent up to the date of termination.

**7. TERM.** The Term of this Agreement consists of the Transition Term, Primary Term and any Renewal Terms, as defined in Section 2 above and as further defined as follows:

7.1 *Transition Term.* July 1, 2020 to December 31, 2020. The purpose of the Transition Term is to provide Tenant with a six-month period within which to relocate its equipment and personal property from the Original Facility to the New Facility. No rent shall accrue under this Lease during the Transition Term. Rent shall continue to accrue under the Original Lease during the Transition Term.

7.2 *Primary Term.* The Primary Term of this Agreement is five (5) years, commencing January 1, 2021 and ending on December 31, 2025.

7.3 *Renewal Terms.* The Term of this Agreement includes four (4) successive renewal terms, each for a period of five years, (each a "Renewal Term") which shall automatically commence unless either party elects not to renew the Agreement by providing written notice to the other party at least ninety (90) days prior to the expiration of the then current term.

7.4 *Original Lease – Amended Termination Date.* The Original Lease shall terminate without further notice on December 31, 2020.

## **8. RENT**

8.1 *Arrearage (Original Facility).* Tenant shall pay the Arrearage owing for its use of the Original Facility through December 31, 2020 in the principal sum of \$9,000.00 within ninety (90) days of invoicing by Landlord following execution of this Agreement. Failure to timely pay the Arrearage shall be grounds for termination of this Agreement, in addition to all other remedies available to Landlord in law or equity. Landlord shall remit an invoice to the Tenant at the following address:

Western Washington University  
Accounts Payable  
PO BOX 218  
Bellingham, WA 98227-0218

8.2 *Base Rent for Primary Term (New Facility).* Base rent for the Primary Term shall be \$3,300.00 per year, paid annually on or before January 1 of each year of the Primary Term. Landlord shall remit an invoice to Tenant no later than December 1 prior to the beginning of each year of the Primary Term. The invoice shall be submitted to the following address:

Western Washington University  
Accounts Payable  
PO BOX 218  
Bellingham, WA 98227-0218

8.3 *Base Rent for Renewal Terms (New Facility).* Base rent for each Renewal Term shall increase by 15% over the Base Rent amount in effect for the previous term. Base Rent shall be paid annually on or before January 1 of each year during each Renewal Term. Landlord shall remit an invoice to Tenant no later than December 1 prior to the beginning of each year of each of the Renewal Term. The invoice shall be submitted to the following address:

Western Washington University  
Accounts Payable  
PO BOX 218  
Bellingham, WA 98227-0218

8.4 *Base Rent Schedule for New Facility*

8.4.1 Primary Term (Annual Base Rent):

January 1, 2021 – December 31, 2021	\$3,300.00
January 1, 2022 – December 31, 2022	\$3,300.00
January 1, 2023 – December 31, 2023	\$3,300.00
January 1, 2024 – December 31, 2024	\$3,300.00
January 1, 2025 – December 31, 2025	\$3,300.00

8.4.2 First Renewal Term (Annual Base Rent):

January 1, 2026 – December 31, 2026	\$3,795.00
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January 1, 2027 – December 31, 2027	\$3,795.00
January 1, 2028 – December 31, 2028	\$3,795.00
January 1, 2029 – December 31, 2029	\$3,795.00
January 1, 2030 – December 31, 2030	\$3,795.00

8.4.3 Second Renewal Term (Annual Base Rent):

January 1, 2031 – December 31, 2031	\$4,364.25
January 1, 2032 – December 31, 2032	\$4,364.25
January 1, 2033 – December 31, 2033	\$4,364.25
January 1, 2034 – December 31, 2034	\$4,364.25
January 1, 2035 – December 31, 2035	\$4,364.25

8.4.4 Third Renewal Term (Annual Base Rent):

January 1, 2036 – December 31, 2036	\$5,018.89
January 1, 2037 – December 31, 2037	\$5,018.89
January 1, 2038 – December 31, 2038	\$5,018.89
January 1, 2039 – December 31, 2039	\$5,018.89
January 1, 2040 – December 31, 2040	\$5,018.89

8.5.5 Fourth Renewal Term (Annual Base Rent):

January 1, 2041 – December 31, 2041	\$5,771.72
January 1, 2042 – December 31, 2042	\$5,771.72
January 1, 2043 – December 31, 2043	\$5,771.72
January 1, 2044 – December 31, 2044	\$5,771.72
January 1, 2045 – December 31, 2045	\$5,771.72

8.5 *Payment Method.* All amounts to be paid by Tenant to Landlord under this Agreement shall be delivered to Landlord at the address specified in Section 11, or by electronic payment method approved by Landlord.

8.6 *Partial Months Prorated.* Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall reasonably cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation.

8.7 *Additional Rent.* All other sums to be paid or reimbursed by Tenant to Landlord, whether or not so designated, shall be deemed "Additional Rent" for the purposes of this Agreement. If Tenant defaults in the performance of any of its obligations under this Agreement, Landlord may, but shall not be obligated to, perform such obligations, and the cost thereof to the Landlord shall also be Additional Rent. Unless otherwise specifically provided herein, Tenant shall pay Landlord all Additional Rent within thirty (30) days of the date of written demand. Unless otherwise specified, where the term "Rent" appears without a modifier in this Agreement, it shall be construed to be inclusive of Base Rent and Additional Rent.

8.8 *Late Charge; Interest.* If Tenant fails to pay any amount due under this Agreement within ten (10) days of the due date, a late charge equal to five percent (5%) of the unpaid amount shall be assessed and be immediately due and payable. In addition, interest shall accrue on the delinquent amount at a per annum rate which is the lesser of the highest interest rate permitted by applicable law, or twelve percent (12%) per annum.

**9. TERMINATION.** This Agreement may be terminated as follows:

9.1 By Landlord if Tenant fails to cure a default for payment of Rent within thirty (30) days of receipt of a written notice of default.

9.2 By the non-defaulting party if the other party defaults (other than a default described in subsection 9.1 above) and fails to cure such default within thirty (30) days after receipt of a written notice of default; provided, however, that if such default is not capable of being cured within such 30-day period, the Lease may not be terminated so long as the defaulting party commences appropriate curative action within such thirty (30) day period and thereafter diligently prosecutes such cure to completion as promptly as possible.

9.3 By Tenant upon thirty (30) days prior written notice if:

9.3.1 Tenant is unable to retain a valid FCC license to operate at this New Facility;



9.3.2 The Leased Premises or Tenant's Communications Equipment are damaged or destroyed by wind, fire, or other casualty. In such case, Tenant shall also be entitled to negotiate, compromise, receive, and retain all proceeds of Tenant's insurance;

9.3.3 The Leased Premises or any portion thereof are taken or condemned by power of eminent domain or other governmental taking. Landlord reserves all right to the entire damage award or payment for any taking by eminent domain, and Tenant waives all claims whatsoever against Landlord and/or the governmental authority exercising eminent domain for damages for termination of its leasehold interest in the Leased Premises or for interference with its business. Tenant shall, however, have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any moving costs or loss or damage to Tenant's equipment, provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part, or in reduction, of Landlord's damages;

**10. INDEMNIFICATION.** To the extent permitted by law, each party shall defend and indemnify and hold harmless the other from any and all claims, damages, and losses of any kind, including but not limited to personal injury, death, and property damage arising out of its negligent acts or omissions or the negligent acts or omissions of its employees and agents. The obligations of this section shall survive the termination/expiration of this Agreement. THE PARTIES HEREBY WAIVE IMMUNITY UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, FOR THE SOLE AND LIMITED PURPOSE OF EFFECTUATING THEIR OBLIGATIONS UNDER THIS CLAUSE WITH REGARD TO ANY CLAIMS ASSERTED AGAINST ONE PARTY BY AN EMPLOYEE OF THE OTHER PARTY.

**11. NOTICES.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. Mail, certified, returned receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

Western Washington University  
515 High St.  
Bellingham, WA 98225

If to Landlord, to:

City of Bellingham  
2221 Pacific Street  
Bellingham, WA 98229

Attn: Pete Heilgeist

Attn: Clark Williams

With Copy To:  
Office of the City Attorney  
210 Lottie Street  
Bellingham, WA 98226

**12. ENVIRONMENTAL LAWS.** Landlord and Tenant shall comply with all federal, state, and local laws in connection with any substances brought onto the New Facility that are identified by any law, ordinance, or regulation as hazardous, toxic, or dangerous (collectively, the "Hazardous Substances"). Tenant agrees to be responsible for all losses or damages caused by and Hazardous Substances that it may bring onto the New Facility and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damages caused by any Hazardous Substance on or entering the New Facility, except those brought onto the Property by the Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the New Facility. The obligations of this sections shall survive the termination/expiration of this Agreement.

**13. ASSIGNMENT AND SUBLETTING.** Tenant may not assign this Agreement or sublet the Leased Premises without the prior written consent of Landlord.

**14. MISCELLANEOUS.**

14.1 *Disputes.* This Agreement shall be construed in accordance with the laws of the State of Washington, without regard to the principles of conflicts of law. Venue for any litigation involving this Agreement shall lie exclusively with the Superior Court of the State of Washington in and for the County of Whatcom. The prevailing party in any litigation or other legal proceedings arising under this Agreement (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorney's fees and expenses and litigation costs.

14.2 *Amendments.* Any amendments to this Agreement must be in writing and executed by both parties.

14.3 *Severability.* If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

14.4 *Authority.* Each party hereby represents and warrants to the other that this Agreement has been duly authorized, executed, and delivered by it, and that no consent or approval is required by any lender of other person or entity in connection with the execution or performance of this Agreement.

14.5 *Binding Covenants.* This Agreement and the interests granted herein shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

14.6 *Other Laws.* Nothing in this Agreement shall be deemed to waive any applicable federal, state, and local laws, regulations, and orders, including but not limited to the ordinances of the City of Bellingham, Washington.

**EXECUTED**, this the \_\_\_\_ day of \_\_\_\_\_, 2020, for **WESTERN WASHINGTON UNIVERSITY** by:

\_\_\_\_\_  
Richard Van Den Hul  
Vice President of Business and Financial Affairs

**EXECUTED**, this the \_\_\_\_ day of \_\_\_\_\_, 2020, for **CITY OF BELLINGHAM** by:

**Departmental Approval**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Public Works Director

**Attest:**

**Approved as to Form**

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Finance Director

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Office of the City Attorney

**EXHIBIT A**

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

THE PROPERTY IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SEHOME HILL ARBORETUM, LYSLE DONATION LAND CLAIM IN THE NORTHWEST QUARTER AND NORTHEAST QUARTER ALL OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 3 EAST, W.M. DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT BEING THE INTERSECTION OF THE EAST LINE AND NORTH LINE OF THE LYSLE DONATION LAND CLAIM, THEN SOUTHERLY ALONG THE EAST LINE OF THE LYSLE DONATION LAND CLAIM 930 FEET MORE OR LESS TO A POINT BEING THE INTERSECTION OF THE COMMON LOT LINE BETWEEN GOVERNMENT LOTS 4 AND 5, THEN WESTERLY ON A PROJECTED LINE, HAVING AN INTERNAL ANGLE OF 90 DEGREES AT THE LYSLE DONATION LAND CLAIM LINE AND THE GOVERNMENT LOT 4 AND 5 POINT ON SAID LINE A DISTANCE OF 660 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SEHOME HILL ARBORETUM WHICH IS ALSO THE EAST BOUNDARY OF WESTERN WASHINGTON UNIVERSITY PROPERTY, THENCE NORTHEASTERLY ALONG SAID WEST PARK BOUNDARY A DISTANCE OF 940 FEET MORE OR LESS TO THE INTERSECTION WITH THE NORTH BOUNDARY OF THE LYSLE DONATION LAND CLAIM, THEN EASTERLY ALONG THE NORTH LINE OF THE LYSLE DONATION LAND CLAIM 480 FEET MORE OR LESS TO THE **POINT OF BEGINNING**.

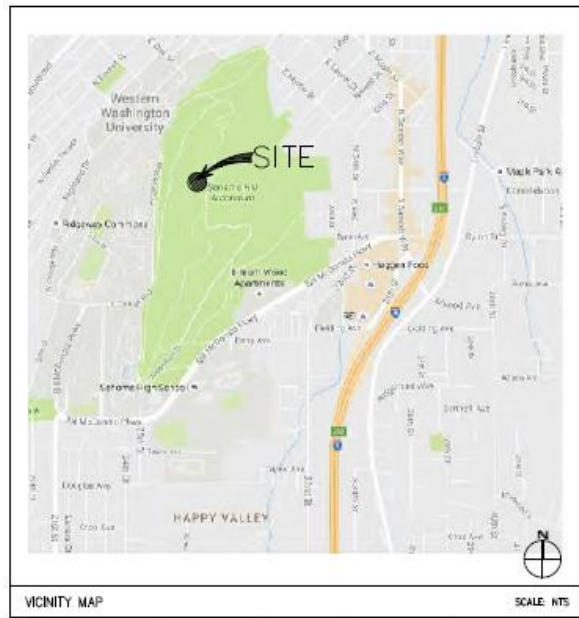
CONTAINING 530,100 SQUARE FEET, 12.2 ACRES, MORE OR LESS.

TOGETHER WITH:

THE SEHOME ARBORETUM ACCESS ROAD KNOWN AS "ARBORETUM DRIVE", SAID DRIVE EXTENDING IN A NORTHERLY AND WESTERLY DIRECTION ACROSS A PORTION OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 3 EAST AND THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 3 EAST, ALL OF THE W.M. BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY MARGIN OF 25<sup>TH</sup> STREET AND TERMINATING AT THE LEASED PREMISES.

ALL SITUATE IN WHATCOM COUNTY, WASHINGTON

## EXHIBIT B



### SITE NAME:

SEHOME HILL TOWER REPLACEMENT

### SITE ADDRESS:

100 ARBORETUM DRIVE  
BELLINGHAM, WA 98226

### COORDINATES:

LAT: 48°44'08.54"N  
LONG: 122°28'53.54"W  
ELEV (AMSL): 623.0'

### PARCEL NUMBER:

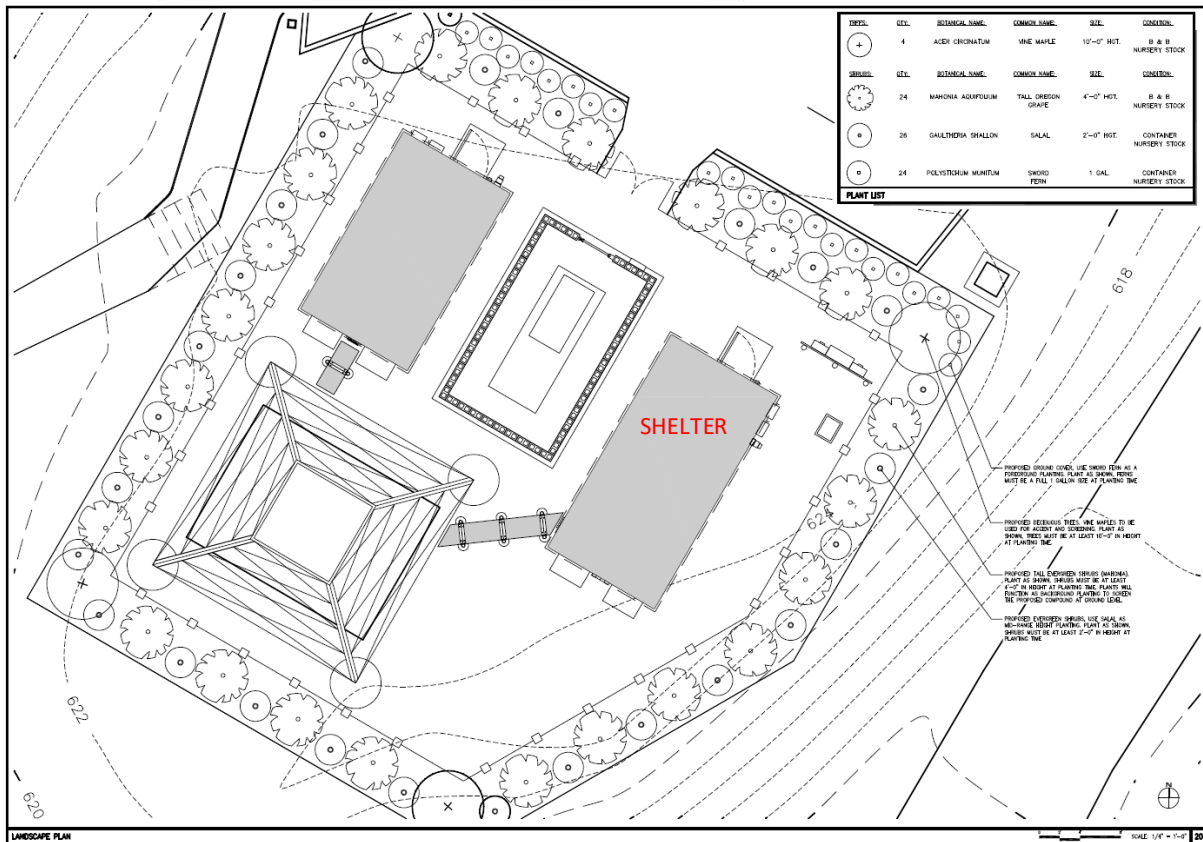
380331116124

### ZONING:

PARK / OPEN SPACE / UTILITIES

### JURISDICTION:

CITY OF BELLINGHAM  
210 LOTTIE STREET  
BELLINGHAM, WA 98225  
TEL: 360.778.8300





## **EXHIBIT C**

### **Tenant equipment installed at the New Facility includes:**

1 each            Motorola MTR3000 Repeater (453.5500 MHz)

Ancillary equipment as required, not to exceed 10 RU of provided rack space.



# City Council Agenda Bill

22737

Bill Number

**Subject: Lease Agreement for Sehome Cell Tower – Western Washington University KUGS Radio Station**

Summary Statement: Renewal and modification of a lease agreement with the Western Washington University KUGS radio station for use of the City's new radio tower recently constructed on Sehome Hill.

Previous Council Action: **Approval of the original lease agreement dating back to 2002.**

Fiscal Impact: **Ongoing revenue of \$4,800 per year for five years, with an option of four more five-year extensions. Each five year extension is subject to a 15% increase.**

Funding Source: **Revenue received to the Communications Fund (511) from Western Washington University**

Attachments: 1. SEHOME TOWER LEASE\_WWU KUGS STAFF MEMO  
2. SEHOME TOWER LEASE\_WWU KUGS LEASE AGREEMENT

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Consent Agenda	8/24/2020	Authorize Contract	Eric Johnston, PW Director	0 minutes

**Recommended Motion:**

**Council Committee:**

**Agenda Bill Contact:**

Clark Williams, Superintendent 360-778-7810

**Council Action:**

Reviewed By	Department	Date
<i>Eric C. Johnston</i>	Public Works	8/17/2020
<i>Connie C. Allen</i>	Purchasing	8/17/2020
<i>Andrew D. Asbjornsen</i>	Finance	8/18/2020
<i>Matthew T. Stamps</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020



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:** LEASE AGREEMENT WITH WESTERN WASHINGTON UNIVERSITY, KUGS  
**DATE:** AUGUST 24, 2020

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**BACKGROUND:** The City originally signed a long-term lease with Western Washington University to utilize a large equipment space for a radio in our facility on Sehome Hill that would transmit on a separate antennae on the City's tower. That lease originated in 2002. The tower reached its useable life, and a new tower was designed and has been constructed for replacement at the same site, a few hundred feet away. The lease agreement was not formally extended beyond 2016 as the terms of a new lease agreement required modification to reflect the new tower location and more accurately account for market rates. However, during the transition period of new tower construction, and the demolition of the old tower, which is currently in the works, the University has been allowed to continue to operate on the City's site.

The new lease being proposed is for a five-year term, with four more five-year extensions. It also accounts for a one-time up-front payment for lease rent in arrearage for the gap between 2017 and present because the University has been using the old tower while the City relocates their equipment to the new tower.

Of note, this particular lease agreement is a much higher value than both the Port and the University Police primarily due to their increased equipment space, much higher power consumption and requiring a dedicated transmit antennae on the tower as opposed to combining with the City's antennae. That is the reason the fiscal impact for revenue listed on the agenda bill is different than the other two leases.

**SUMMARY:** The proposed new lease agreement and terms have already been approved by the University.

**RECOMMENDATION ACTION:** Approve the new lease agreement.

**CITY OF BELLINGHAM - WESTERN WASHINGTON UNIVERSITY  
LEASE AGREEMENT FOR SPACE ON OR WITHIN  
SEHOME HILL COMMUNICATIONS SITE  
FOR KUGS BROADCAST STATION USE**

**THIS LEASE AGREEMENT** ("Agreement") is entered into by and between the **CITY OF BELLINGHAM**, a first-class city and municipal corporation of the State of Washington ("**Landlord**"), and **WESTERN WASHINGTON UNIVERSITY**, a state agency of the State of Washington ("**Tenant**"), collectively, the "Parties".

**RECITALS**

**WHEREAS**, Landlord is the owner of certain real property commonly known as 100 Arboretum Drive (formerly known as 600 25<sup>th</sup> Street), Bellingham, Washington, and legally described in Exhibit A hereto (the "Property"), including the communications towers, equipment shelters and ancillary facilities located thereon; and

**WHEREAS**, Landlord and Tenant are parties to that certain transmitter site lease agreement dated March 7, 2002, City Contract No. 2002-0070, as amended by City Contract Nos. 2002-0070A, 2002-0070B and 2002-0070C ("**Original Lease**"), pursuant to which Tenant leased space on or within Landlord's communications tower and equipment room situated on the Property (the "**Original Facility**"); and

**WHEREAS**, the Original Lease was previously extended through December 31, 2016 at the annual rental rate of \$3,000 per year (City Contract No. 2002-0070C); and

**WHEREAS**, Tenant has continued to access and use the Original Facility as a holdover tenant up to the present date without paying rent for 2019 and 2020, resulting in a principal arrearage of \$3,000 per year for a total arrearage of \$6,000 ("**Arrearage**"); and

**WHEREAS**, Landlord recently installed on the Property a new 180' self-supporting communications tower ("Tower"), a new 10ft x 24ft equipment shelter ("Shelter"), and other ancillary facilities (collectively, the "New Facility"), as generally depicted in the site plan attached hereto as Exhibit B; and

**WHEREAS**, Landlord plans to decommission and remove the Original Facility from the Property, with such work beginning no later than January 1, 2021; and

**WHEREAS**, Tenant desires to lease space on the New Facility, including space within the Shelter, for the purpose of installing, operating, and maintaining 1 (one) Low Power FM ("LPMF") broadcast station transmitting on 89.30 MHz, and one Studio Transmitter Link ("STL") receiving on either 949.3750 MHz or 949.6250 MHz; and

**WHEREAS**, Landlord is willing to lease space on the New Facility to Tenant, provided that Tenant pay the Arrearage owed for its continued use of the Original Facility within thirty (30) days of invoicing by the City after the Effective Date of this Agreement, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

### **TERMS AND CONDITIONS**

**1. PURPOSE AND SCOPE.** The purpose of this Agreement is to provide for the following: (1) Tenant's payment of the Arrearage due and owing for its continued use of the Original Facility; (2) Tenant's relocation from the Original Facility to the New Facility; (3) Termination of the Original Lease; and (4) Tenant's leasing of space on or within the New Facility for a term of years.

**2. SIGNIFICANT DATES.**

2.1 *Effective Date.* This Agreement shall take effect on the date of the last authorized signature below.

2.2 *Lease Commencement Date for New Facility.* July 1, 2020, notwithstanding the date of execution hereof.

2.3 *Transition Term.* July 1, 2020 to December 31, 2020. Tenant shall relocate from the Original Facility to the New Facility during this six-month period.

2.4 *Original Lease – Amended Termination Date.* December 31, 2020.

2.5 *Rent Commencement Date for New Facility.* January 1, 2021.

2.6 *Primary Term for New Facility.* The Primary Term shall be a period of five (5) years commencing January 1, 2021 and ending December 31, 2025.

2.7 *Renewal Terms.* This Agreement provides four (4) Renewal Terms, each for a period of five (5) years.

**3. TENANT RELOCATION.** Tenant shall relocate its equipment and operations from the Original Facility to the New Facility as follows:

3.1 *Removal of Equipment from the Original Facility.* Tenant shall, at its expense, remove all its equipment and personal property from the Original Facility on or before the conclusion of the Transition Term. Any Tenant equipment or personal property remaining on the Original Facility after the conclusion of the Transition Term may be removed and disposed of by Landlord at Tenant's expense.

3.2 *Installation of Equipment on the New Facility.* Tenant may commence installation of its equipment on or within its allocated space on the New Facility as of the Lease Commencement Date, provided that Tenant shall coordinate its installation activities in advance with Landlord to avoid conflicts with, and minimize disruptions to, other authorized users of the New Facility. Tenant is solely responsible for all costs and work associated with installing and operating its communications equipment on the New Facility.

3.3 *Government Permits and Approvals.* Tenant is responsible for obtaining all necessary government permits and approvals for the relocation work.

**4. LEASED PREMISES.** Landlord hereby leases to Tenant the following portions of Landlord's New Facility, as further described and depicted in Exhibit B (the "Leased Premises"):



4.1 *Shelter Allocation.* The Leased Premises includes space within the Shelter to accommodate a six (6) foot tall four (4) post equipment rack assembly. Rack to be provided by Tenant and use of this rack space within shelter is exclusive to Tenant. Equipment housed within this rack is identified in Exhibit C. The location of this rack within the Shelter is to be determined by the Landlord. Landlord agrees to provide space at Shelter cable entry for required coaxial cable runs to the Tenant's two antennas, with space available at grounding termination from proper connection of same. Tenant will provide appropriate lightning protection devices for termination at Shelter cable entry.

4.2 *Power Allocation.* Tenant's equipment as indicated in Exhibit C shall be supported by the Shelter's AC distribution system which includes the support of the New Facility backup power system and automatic transfer switching system.

4.3 *Tower Space Allocation.* The leased premises includes space on the tower to accommodate one (1) each four-bay LPFM broadcast antenna and one (1) each STL receive antenna. Antennas to be located on tower as specified in Exhibit D. Landlord also agrees to lease Tenant space on the tower, cable trays, ice bridge, and cable entry to accommodate 7/8" transmission line with appropriate grounding installed on the tower for each antenna.

## **5. PERMITTED USES & OPERATIONAL REQUIREMENTS**

5.1 *Approved Installation.* The communications equipment shown in Exhibit C is hereby approved for installation in the Shelter and on the Tower, subject to the parameters defined in this Agreement, and further provided that the Tenant obtains and maintains all necessary permissions from the Federal Communications Commission ("FCC") for operation of a transmitter at the New Facility.

5.2 *FCC Licensing.* This Agreement is intended to only cover transmission on the LPFM Broadcast frequency of 89.30 MHz, operating under the parameters as licensed and defined on FCC KUGS held by the Tenant. A copy of the original FCC License shall be provided to the Landlord for posting at the New Facility as required by FCC regulations. Tenant shall be responsible for the status of their FCC authorization.

5.3 *Effective Radiated Power Limits.* Tenant will be responsible for ensuring that their transmitting equipment and its antenna system is operating within the Effective Radiated Power (ERP) limits defined within their FCC authorization for this station.

5.4 *Installation.* Tenant shall bear all costs arising in the installation and maintenance of its equipment. All equipment and hardware installed by the Tenant shall be the sole and exclusive property of the Tenant.

5.5 *Access.* Landlord shall provide Tenant access to the New Facility throughout the term of this Agreement. Access shall be scheduled and coordinated through the City of Bellingham Communications Shop. In the event of an equipment failure requiring an emergency response to the New Facility, Communications Shop Staff are available on an on-call rotation 24/7/365. Detail regarding contacting staff on-call will be provide to Tenant and kept current should any changes to that protocol be implemented.

5.6 *Maintenance.* Tenant shall be solely responsible for maintaining any and all of its equipment at the New Facility. Maintenance shall include the responsibility for adhering to the specific operational parameters as defined by the Tenant's FCC authorization to operate a transmitter at this location as well as general FCC regulations as defined by the FCC in Title 47 of the Code of Federal Regulations (CFR). Tenant is only responsible for operation of its equipment located at the New Facility. Adherence to any FCC regulations applying to operation of the New Facility are solely the Landlord's responsibility.

5.7 *Technical Contact.* Tenant will provide Landlord with contact information for whomever is responsible for maintaining the Tenant's radio equipment. This contact information is critical to the Landlord for notification purposes should there be a critical failure at the New Facility, or the need for routine scheduled maintenance at the New Facility.

5.8 *Additional or Changes to Communications Equipment.* Tenant shall not make any changes to their installed equipment as listed in Exhibit C without Landlord's prior written approval. In addition, no changes to the technical operational parameters of the Tenant's equipment as defined in the Tenant's FCC authorization on the date of the execution of this Agreement shall be made without the Landlord's written consent. This includes but is not limited to frequency of operation, transmitter power, or transmitter emission type. For any

proposed revisions, an approval package consisting of the following items must be submitted to Landlord's Communication Manager or designee: (i) a Radio Frequency Interference Report/InterMod Study identifying all frequencies used by Landlord and all site tenants, certifying that the proposed revisions will not cause frequency interference for the Landlord's or any other tenant's communication systems; (ii) a list of all equipment proposed and in-use by the Tenant on the Leased Premises; (iii) final design drawings of the proposed revision; (iv) a signed and dated approval request for formal approval of the revision; and (v) any other information reasonably requested by Landlord.

**6. NONEXCLUSIVE USE; NONINTERFERENCE.** Tenant's use of the New Facility is not exclusive. The New Facility will also be used by Landlord and other tenants of Landlord. The radio frequencies utilized by Landlord and each existing tenant on the Original Facility (all of whom are expected to relocate to the New Facility) are detailed in the Radio Frequency Interference Analysis Report, Sehome Intermod, dated January 12, 2017, prepared by Hatfield & Dawson of Seattle, Washington (the "Intermod Report"), a copy of which has been provided to Tenant.

6.1 Tenant shall not operate its Communications Equipment in a manner that interferes with the equipment or frequencies utilized by Landlord or any other tenant as detailed in the Intermod Report.

6.2 Landlord shall not operate its equipment, or permit any tenant to operate their equipment, in a manner that interferes with the equipment or frequencies utilized by Tenant as detailed in the Intermod Report.

6.3 Landlord shall not permit any new frequency on the New Facility (other than those identified in the Intermod Report) unless the party seeking to use such new frequency submits a radio frequency interference report/intermod study showing, to Landlord's reasonable satisfaction, that such frequencies will not interfere with the equipment or frequencies of other authorized users on the New Tower.

6.4 In no event shall Landlord be liable to Tenant for damages or specific performance for any actual or alleged breach of this section. Tenant's sole remedy for any such breach is to terminate the Lease. In the event of termination pursuant to this clause, Tenant shall be required to pay rent up to the date of termination.

**7. TERM.** The Term of this Agreement consists of the Transition Term, Primary Term and any Renewal Terms, as defined in Section 2 above and as further defined as follows:

7.1 *Transition Term.* July 1, 2020 to December 31, 2020. The purpose of the Transition Term is to provide Tenant with a six-month period within which to relocate its equipment and personal property from the Original Facility to the New Facility. No rent shall accrue under this Lease during the Transition Term. Rent shall continue to accrue under the Original Lease during the Transition Term.

7.2 *Primary Term.* The Primary Term of this Agreement is five (5) years, commencing January 1, 2021 and ending on December 31, 2025.

7.3 *Renewal Terms.* The Term of this Agreement includes four (4) successive renewal terms, each for a period of five years, (each a "Renewal Term") which shall automatically commence unless either party elects not to renew the Agreement by providing written notice to the other party at least ninety (90) days prior to the expiration of the then current term.

7.4 *Original Lease – Amended Termination Date.* The Original Lease shall terminate without further notice on December 31, 2020.

## **8. RENT**

8.1 *Arrearage (Original Facility).* Tenant shall pay the Arrearage owing for its use of the Original Facility through December 31, 2020 in the principal sum of \$6,000.00 within thirty (30) days of invoicing by Landlord following execution of this Agreement. Failure to timely pay the Arrearage shall be grounds for termination of this Agreement, in addition to all other remedies available to Landlord in law or equity. Landlord shall send an invoice to Tenant at the following address:

Western Washington University  
Accounts Payable  
PO BOX 218  
Bellingham, WA 98227-0218

8.2 *Base Rent for Primary Term (New Facility).* Base rent for the Primary Term shall be \$4,800.00 per year, paid annually on or before January 1 of each year of the Primary Term. Landlord shall send an invoice to Tenant no later than December 1 prior to the beginning of each year of the Primary Term. The invoice shall be sent to the following address:

Western Washington University  
Accounts Payable  
PO BOX 218  
Bellingham, WA 98227-0218

8.3 *Base Rent for Renewal Terms (New Facility).* Base rent for each Renewal Term shall increase by 15% over the Base Rent amount in effect for the previous term. Base Rent shall be paid annually on or before January 1 of each year during each Renewal Term. Landlord shall send in invoice to Tenant no later than December 1 prior to the beginning of each year of each year of the Renewal Term. The invoice shall be sent to the following address:

Western Washington University  
Accounts Payable  
PO BOX 218  
Bellingham, WA 98227-0218

8.4 *Base Rent Schedule for New Facility*

8.4.1 Primary Term (Annual Base Rent):

January 1, 2021 – December 31, 2021	\$4,800.00
January 1, 2022 – December 31, 2022	\$4,800.00
January 1, 2023 – December 31, 2023	\$4,800.00
January 1, 2024 – December 31, 2024	\$4,800.00
January 1, 2025 – December 31, 2025	\$4,800.00

8.4.2 First Renewal Term (Annual Base Rent):

January 1, 2026 – December 31, 2026	\$5,520.00
January 1, 2027 – December 31, 2027	\$5,520.00
January 1, 2028 – December 31, 2028	\$5,520.00
January 1, 2029 – December 31, 2029	\$5,520.00
January 1, 2030 – December 31, 2030	\$5,520.00

8.4.3 Second Renewal Term (Annual Base Rent):

January 1, 2031 – December 31, 2031	\$6,348.00
January 1, 2032 – December 31, 2032	\$6,348.00
January 1, 2033 – December 31, 2033	\$6,348.00
January 1, 2034 – December 31, 2034	\$6,348.00
January 1, 2035 – December 31, 2035	\$6,348.00

8.4.4 Third Renewal Term (Annual Base Rent):

January 1, 2036 – December 31, 2036	\$7,300.20
January 1, 2037 – December 31, 2037	\$7,300.20
January 1, 2038 – December 31, 2038	\$7,300.20
January 1, 2039 – December 31, 2039	\$7,300.20
January 1, 2040 – December 31, 2040	\$7,300.20

8.5.5 Fourth Renewal Term (Annual Base Rent):

January 1, 2041 – December 31, 2041	\$8,395.23
January 1, 2042 – December 31, 2042	\$8,395.23
January 1, 2043 – December 31, 2043	\$8,395.23
January 1, 2044 – December 31, 2044	\$8,395.23
January 1, 2045 – December 31, 2045	\$8,395.23

8.5 *Payment Method.* All amounts to be paid by Tenant to Landlord under this Agreement shall be delivered to Landlord at the address specified in Section 11, or by electronic payment method approved by Landlord.

8.6 *Partial Months Prorated.* Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall reasonably cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation.

8.7 *Additional Rent.* All other sums to be paid or reimbursed by Tenant to Landlord, whether or not so designated, shall be deemed “Additional Rent” for the purposes of this Agreement. If Tenant defaults in the performance of any of its obligations under this



Agreement, Landlord may, but shall not be obligated to, perform such obligations, and the cost thereof to the Landlord shall also be Additional Rent. Unless otherwise specifically provided herein, Tenant shall pay Landlord all Additional Rent within thirty (30) days of the date of written demand. Unless otherwise specified, where the term "Rent" appears without a modifier in this Agreement, it shall be construed to be inclusive of Base Rent and Additional Rent.

8.8 *Late Charge; Interest.* If Tenant fails to pay any amount due under this Agreement within ten (10) days of the due date, a late charge equal to five percent (5%) of the unpaid amount shall be assessed and be immediately due and payable. In addition, interest shall accrue on the delinquent amount at a per annum rate which is the lesser of the highest interest rate permitted by applicable law, or twelve percent (12%) per annum.

**9. TERMINATION.** This Agreement may be terminated as follows:

9.1 By Landlord if Tenant fails to cure a default for payment of Rent within thirty (30) days of receipt of a written notice of default.

9.2 By the non-defaulting party if the other party defaults (other than a default described in subsection 9.1 above) and fails to cure such default within thirty (30) days after receipt of a written notice of default; provided, however, that if such default is not capable of being cured within such 30-day period, the Lease may not be terminated so long as the defaulting party commences appropriate curative action within such thirty (30) day period and thereafter diligently prosecutes such cure to completion as promptly as possible.

9.3 By Tenant upon thirty (30) days prior written notice if:

9.3.1 Tenant is unable to retain a valid FCC license to operate at this New Facility;

9.3.2 The Leased Premises or Tenant's Communications Equipment are damaged or destroyed by wind, fire, or other casualty. In such case, Tenant shall also be entitled to negotiate, compromise, receive, and retain all proceeds of Tenant's insurance;

9.3.3 The Leased Premises or any portion thereof are taken or condemned by power of eminent domain or other governmental taking. Landlord reserves all right to the entire damage award or payment for any taking by eminent domain, and Tenant waives all claims whatsoever against Landlord and/or the governmental authority exercising eminent domain for damages for termination of its leasehold interest in the Leased Premises or for interference with its business. Tenant shall, however, have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any moving costs or loss or damage to Tenant's equipment, provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part, or in reduction, of Landlord's damages;

**10. INDEMNIFICATION.** To the extent permitted by law, each party shall defend and indemnify the other from any and all claims, damages, and losses of any kind, including but not limited to personal injury, death, and property damage arising out of its negligent acts or omissions or the negligent acts or omissions of its employees, agents, and contractors of any tier. The obligations of this section shall survive the termination/expiry of this Agreement. THE PARTIES HEREBY WAIVE IMMUNITY UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, FOR THE SOLE AND LIMITED PURPOSE OF EFFECTUATING THEIR OBLIGATIONS UNDER THIS CLAUSE WITH REGARD TO ANY CLAIMS ASSERTED AGAINST ONE PARTY BY AN EMPLOYEE OF THE OTHER PARTY.

**11. NOTICES.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. Mail, certified, returned receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

KUGS – FM  
Viking Union / Student Activities  
516 High St., VU705  
Bellingham, WA 98225  
Attn: Jamie Hoover  
General Manager – KUGS-FM

If to Landlord, to:

City of Bellingham  
Public Works Operations  
2221 Pacific Street  
Bellingham, WA 98229  
Attn: Clark Williams  
Superintendent

With Copy To:

**12. ENVIRONMENTAL LAWS.** Landlord and Tenant shall comply with all federal, state, and local laws in connection with any substances brought onto the New Facility that are identified by any law, ordinance, or regulation as hazardous, toxic, or dangerous (collectively, the "Hazardous Substances"). Tenant agrees to be responsible for all losses or damages caused by and Hazardous Substances that it may bring onto the New Facility and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damages caused by any Hazardous Substance on or entering the New Facility, except those brought onto the Property by the Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the New Facility. The obligations of this sections shall survive the termination/expiration of this Agreement.

**13. ASSIGNMENT AND SUBLETTING.** Tenant may not assign this Agreement or sublet the Leased Premises without the prior written consent of Landlord.

**14. MISCELLANEOUS.**

14.1 *Disputes.* This Agreement shall be construed in accordance with the laws of the State of Washington, without regard to the principles of conflicts of law. Venue for any litigation involving this Agreement shall lie exclusively with the Superior Court of the State of Washington in and for the County of Whatcom. The prevailing party in any litigation or other legal proceedings arising under this Agreement (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorney's fees and expenses and litigation costs.

14.2 *Amendments.* Any amendments to this Agreement must be in writing and executed by both parties.

14.3 *Severability.* If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

14.4 *Authority.* Each party hereby represents and warrants to the other that this Agreement has been duly authorized, executed, and delivered by it, and that no consent or approval is required by any lender of other person or entity in connection with the execution or performance of this Agreement.

14.5 *Binding Covenants.* This Agreement and the interests granted herein shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

14.6 *Other Laws.* Nothing in this Agreement shall be deemed to waive any applicable federal, state, and local laws, regulations, and orders, including but not limited to the ordinances of the City of Bellingham, Washington.

**EXECUTED**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, for **WESTERN WASHINGTON UNIVERSITY** by:

\_\_\_\_\_  
Richard Van Den Hul  
Vice President of Business and Financial Affairs

**EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, for the **CITY OF BELLINGHAM** by:

**Approved as to Form:**

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

\_\_\_\_\_  
Mayor

**Attest:**

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Department Head

**EXHIBIT A**

**LEGAL DESCRIPTION OF LANDLORD'S PROPERTY**

THE PROPERTY IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SEHOME HILL ARBORETUM, LYSLE DONATION LAND CLAIM IN THE NORTHWEST QUARTER AND NORTHEAST QUARTER ALL OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 3 EAST, W.M. DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT BEING THE INTERSECTION OF THE EAST LINE AND NORTH LINE OF THE LYSLE DONATION LAND CLAIM, THEN SOUTHERLY ALONG THE EAST LINE OF THE LYSLE DONATION LAND CLAIM 930 FEET MORE OR LESS TO A POINT BEING THE INTERSECTION OF THE COMMON LOT LINE BETWEEN GOVERNMENT LOTS 4 AND 5, THEN WESTERLY ON A PROJECTED LINE, HAVING AN INTERNAL ANGLE OF 90 DEGREES AT THE LYSLE DONATION LAND CLAIM LINE AND THE GOVERNMENT LOT 4 AND 5 POINT ON SAID LINE A DISTANCE OF 660 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SEHOME HILL ARBORETUM WHICH IS ALSO THE EAST BOUNDARY OF WESTERN WASHINGTON UNIVERSITY PROPERTY, THENCE NORTHEASTERLY ALONG SAID WEST PARK BOUNDARY A DISTANCE OF 940 FEET MORE OR LESS TO THE INTERSECTION WITH THE NORTH BOUNDARY OF THE LYSLE DONATION LAND CLAIM, THEN EASTERLY ALONG THE NORTH LINE OF THE LYSLE DONATION LAND CLAIM 480 FEET MORE OR LESS TO THE **POINT OF BEGINNING**.

CONTAINING 530,100 SQUARE FEET, 12.2 ACRES, MORE OR LESS.

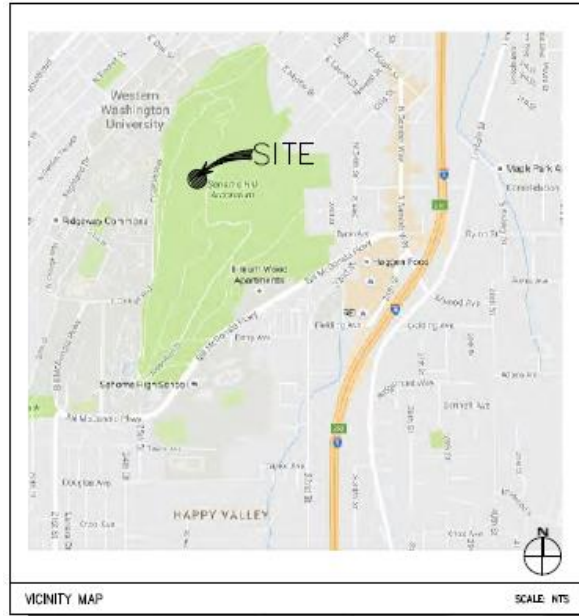
TOGETHER WITH:

THE SEHOME ARBORETUM ACCESS ROAD KNOWN AS "ARBORETUM DRIVE", SAID DRIVE EXTENDING IN A NORTHERLY AND WESTERLY DIRECTION ACROSS A PORTION OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 3 EAST AND THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 3 EAST, ALL OF THE W.M. BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY MARGIN OF 25<sup>TH</sup> STREET AND TERMINATING AT THE LEASED PREMISES.

ALL SITUATE IN WHATCOM COUNTY, WASHINGTON



## EXHIBIT B



### SITE NAME:

SEHOME HILL TOWER REPLACEMENT

### SITE ADDRESS:

100 ARBORETUM DRIVE  
BELLINGHAM, WA 98226

### COORDINATES:

LAT: 48°44'08.54"N  
LONG: 122°28'53.54"W  
ELEV (AMSL): 623.0'

### PARCEL NUMBER:

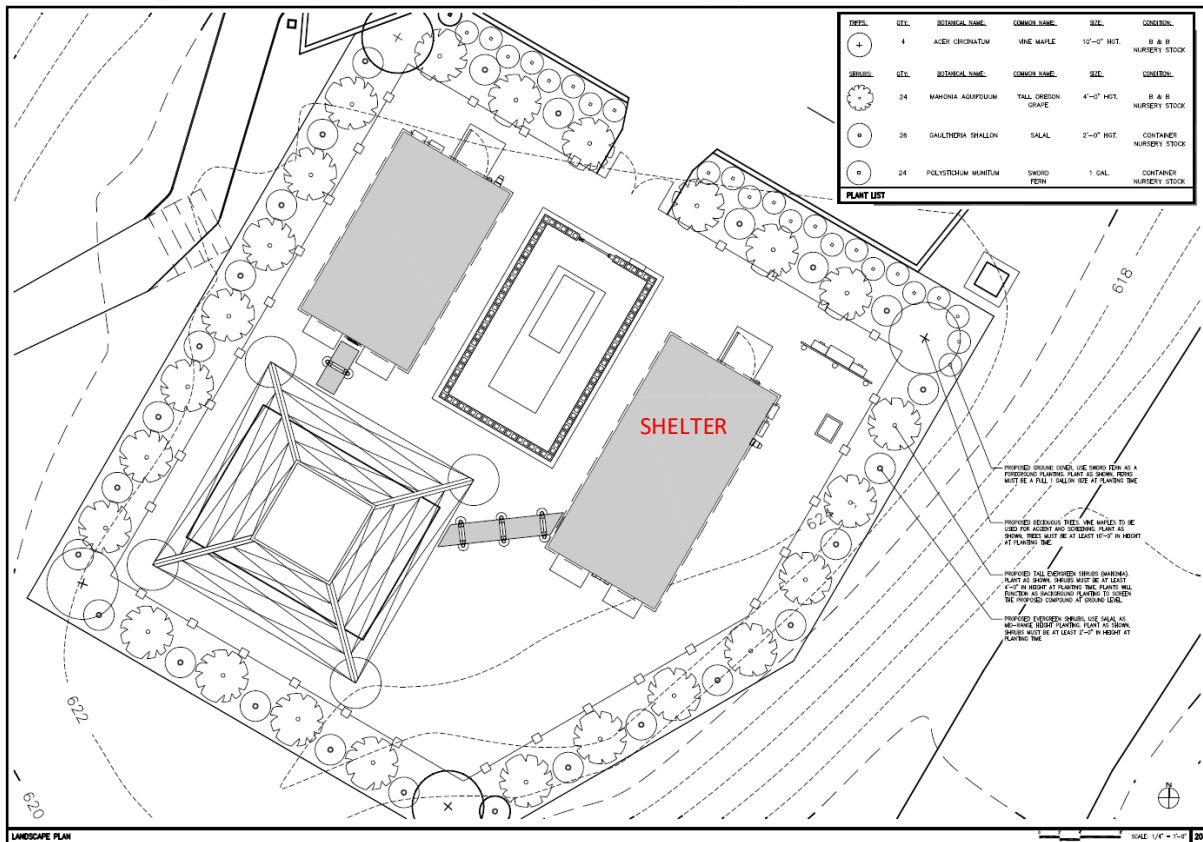
380331116124

### ZONING:

PARK / OPEN SPACE / UTILITIES

### JURISDICTION:

CITY OF BELLINGHAM  
210 LOTTIE STREET  
BELLINGHAM, WA 98225  
TEL: 360.778.8300



## EXHIBIT C

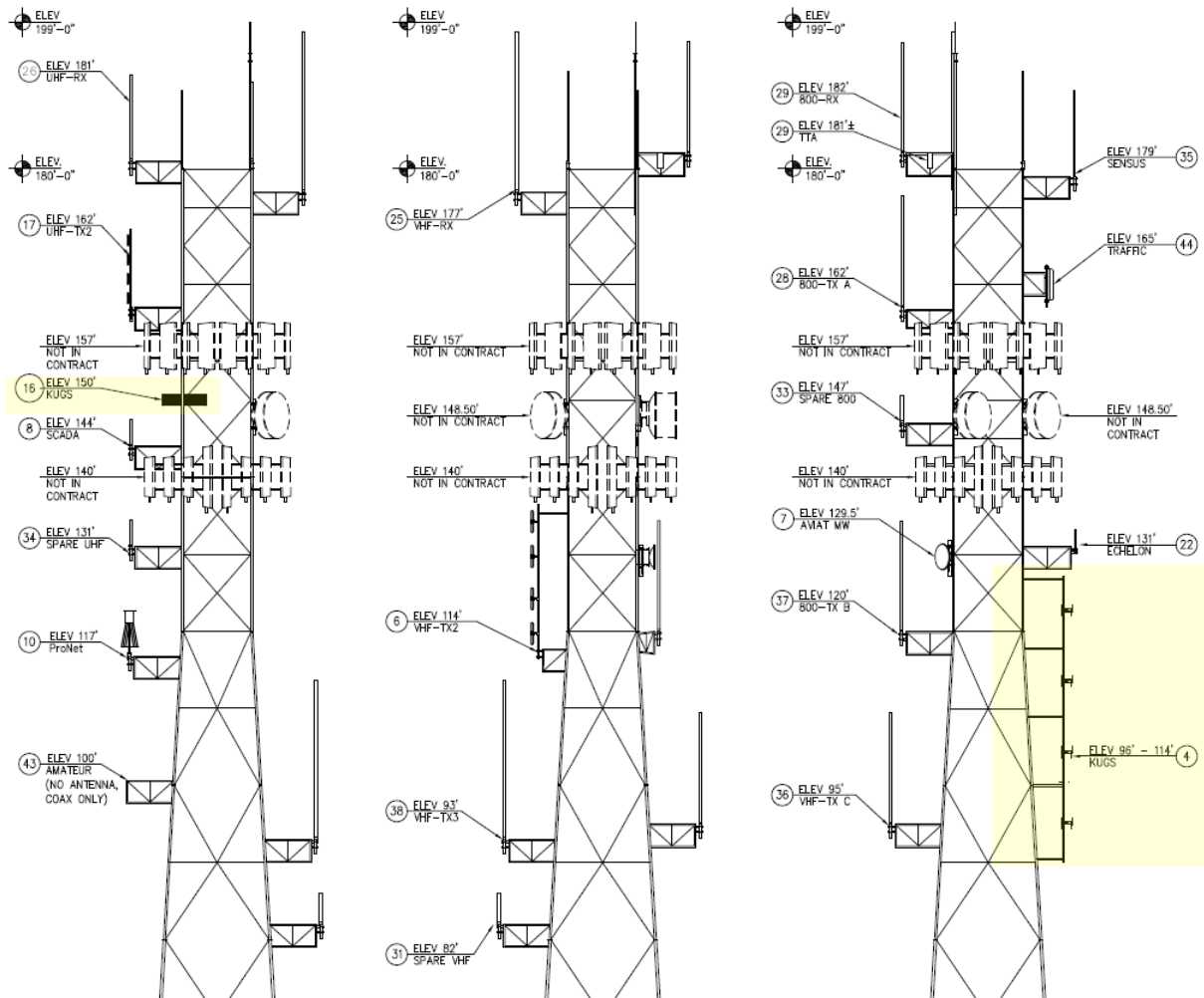
Tenant equipment installed at the New Facility includes:

1 each	6' four post equipment rack in shelter
1 each	Broadcast Electronics STX LP 1kW Transmitter (89.300 MHz)
1 each	Shiveley 6813-2R 2-bay antenna, full wave spaced
~125'	Andrew HJ7-50A 1 5/8" Helix (or equivalent) and associated fittings
1 each	Moseley PCL6020 STL Receiver (949.3750 or 949.6250 MHz)
1 each	Scala MF-960 antenna
~175'	Andrew LDF5-50A 7/8" Helix (or equivalent) and associated fittings

Lightning protection as required at Shelter cable entry.

Ancillary equipment as required, not to exceed capacity of 6' rack.

## EXHIBIT D



LEG	ANT#	PURPOSE	ANTENNA	BASE HEIGHT	TX LINE
NW	35	SENSUS SYSTEM	Amphenol 4240.09-875-T3	179	AVA5-50
NW	22	ECHELON SYSTEM	Telewave ANT90C-F2-PIM	131	AVA5-50
NW	4	KUGS BROADCAST ANT.	REUSE SHIVELY 6313-R4-CF	90	AVA5-50
NW	44	TRAFFIC SYSTEM	Intuicom BB5-49 (4.9GHz Panel)	165	AVA5-50
SW	26	UHF RX	Sindair SC-329-I-F2LDF (D06-G06)	181	AVA5-50
SW	17A	UHF TX-1	Comproc 776-70-SM	162	AVA5-50
SW	17B	UHF TX-2	Comproc 776-70-SM	162	AVA5-50
SW	16	KUGS STL	REUSE KATHREIN PR-950	150	AVA5-50
SW	8	SCADA	Telewave ANT45CF2-DIN	144	AVA5-50
SW	34	SPARE UHF	Telewave ANT45CF2-DIN	131	AVA5-50
SW	10	TESTING	TELEWAVE ANT280S-DIN	117	AVA5-50
SW	43	AMATEUR - FUTURE		100	AVA5-50



# City Council Agenda Bill

22738

Bill Number

Subject: **Lease Agreement for Sehome Cell Tower – Port of Bellingham**

Summary Statement: Renewal and modification of a lease agreement with the Port of Bellingham for use of the City's new radio tower recently constructed on Sehome Hill.

Previous Council Action: **Approval of the original lease agreement dating back to 2002.**

Fiscal Impact: **Ongoing revenue of \$3,300 per year for five years, with an option of four more five-year extensions. Each five year extension is subject to a 15% increase.**

Funding Source: **Revenue received to the Communications Fund (511) from the Port**

Attachments: 1. SEHOME TOWER LEASE -PORT OF BELLINGHAM STAFF MEMO  
2. SEHOME TOWER LEASE AGREEMENT - PORT OF BELLINGHAM

Meeting Activity	Meeting Date	Recommendation	Presented By	Time
Consent Agenda	8/24/2020	Authorize Contract	Eric Johnston, PW Director	0 minutes

**Recommended Motion:**

**Council Committee:**

**Agenda Bill Contact:**

Clark Williams, Superintendent 360-778-7810

**Council Action:**

Reviewed By	Department	Date
<i>Eric C. Johnston</i>	Public Works	8/17/2020
<i>Connie C. Allen</i>	Purchasing	8/17/2020
<i>Andrew D. Asbjornsen</i>	Finance	8/18/2020
<i>Matthew T. Stamps</i>	Legal	8/18/2020
<i>Seth M. Fleetwood</i>	Executive	8/18/2020



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:** LEASE AGREEMENT WITH THE PORT  
**DATE:** August 24, 2020

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**BACKGROUND:** The City originally signed a long term lease with the Port of Bellingham to utilize a small equipment space for a radio in our facility on Sehome Hill that would transmit and receive communications on a combined antennae on the City's tower. That lease originated in 2002. The tower reached its useable life, and a new tower was designed and has been constructed for replacement at the same site, a few hundred feet away. The lease agreement was not formally extended beyond 2016 as the terms of a new lease agreement required modification to reflect the new tower location and more accurately account for market rates. However, during the transition period of new tower construction, and the demolition of the old tower which is currently in the works, the Port has been allowed to continue to operate on the City's site.

The new lease being proposed is for a five-year term, with four more five-year extensions. It also accounts for a one-time up-front payment for lease rent in arrearage for the gap between 2017 and present because the Port has been using the old tower while the City relocates their equipment to the new tower.

**SUMMARY:** The proposed new lease agreement and terms have already been approved by the Port.

**RECOMMENDATION ACTION:** Approve the new lease agreement.

**CITY OF BELLINGHAM – PORT OF BELLINGHAM  
LEASE AGREEMENT FOR SPACE ON OR WITHIN  
SEHOME HILL COMMUNICATIONS SITE FOR PORT OF BELLINGHAM USE**

**THIS LEASE AGREEMENT** ("Agreement") is entered into by and between the **CITY OF BELLINGHAM**, a first-class city and municipal corporation of the State of Washington ("Landlord"), and the **PORT OF BELLINGHAM**, a Washington municipal corporation ("Tenant"), collectively, the "Parties".

**RECITALS**

**WHEREAS**, Landlord is the owner of certain real property commonly known as 100 Arboretum Drive (formerly known as 600 25<sup>th</sup> Street), Bellingham, Washington, and legally described in Exhibit A hereto (the "**Property**"), including the communications towers, equipment shelters and ancillary facilities located thereon; and

**WHEREAS**, Landlord and Tenant are parties to that certain transmitter site lease agreement dated February 5, 2002, City Contract No. 2002-0075, as amended by City Contract Nos. 2002-0075A, and 2002-0075B ("**Original Lease**"), pursuant to which Tenant leased space on or within Landlord's communications tower and equipment room situated on the Property (the "**Original Facility**"); and

**WHEREAS**, the Original Lease was previously extended through December 31, 2016 at the annual rental rate of \$3,000 per year (City Contract No. 2002-0075B); and

**WHEREAS**, Tenant has continued to access and use the Original Facility as a holdover tenant up to the present date without paying rent for 2019 and 2020, resulting in a principal arrearage of \$3,000 per year for a total arrearage of \$6,000 ("**Arrearage**"); and

**WHEREAS**, Landlord recently installed on the Property a new 180' self-supporting communications tower ("**Tower**"), a new 10ft x 24ft equipment shelter ("**Shelter**"), and other

ancillary facilities (collectively, the "New Facility"), as generally depicted in the site plan attached hereto as Exhibit B; and

**WHEREAS**, Landlord plans to decommission and remove the Original Facility from the Property, with such work beginning no later than January 1, 2021; and

**WHEREAS**, Tenant desires to lease space on the New Facility, including space within the Shelter, for the purpose of installing, operating, and maintaining 1 (one) radio repeater transmitting on 453.8750 MHz and receiving on 458.8750 MHz; and

**WHEREAS**, Landlord is willing to lease space on the New Facility to Tenant, provided that Tenant pay the Arrearage owed for its continued use of the Original Facility within thirty (30) days of invoicing by the City after the Effective Date of this Agreement, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

#### **TERMS AND CONDITIONS**

1. **PURPOSE AND SCOPE.** The purpose of this Agreement is to provide for the following: (1) Tenant's payment of the Arrearage due and owing for its continued use of the Original Facility; (2) Tenant's relocation from the Original Facility to the New Facility; (3) Termination of the Original Lease; and (4) Tenant's leasing of space on or within the New Facility for a term of years.

2. **SIGNIFICANT DATES.**

2.1 *Effective Date.* This Agreement shall take effect on the date of the last authorized signature below.

2.2 *Lease Commencement Date for New Facility.* July 1, 2020, notwithstanding the date of execution hereof.



2.3 *Transition Term.* July 1, 2020 to December 31, 2020. Tenant shall relocate from the Original Facility to the New Facility during this six-month period.

2.4 *Original Lease – Amended Termination Date.* December 31, 2020.

2.5 *Rent Commencement Date for New Facility.* January 1, 2021.

2.6 *Primary Term for New Facility.* The Primary Term shall be a period of five (5) years commencing January 1, 2021 and ending December 31, 2025.

2.7 *Renewal Terms.* This Agreement provides four (4) Renewal Terms, each for a period of five (5) years.

**3. TENANT RELOCATION.** Tenant shall relocate its equipment and operations from the Original Facility to the New Facility as follows:

3.1 *Removal of Equipment from the Original Facility.* Tenant shall, at its expense, remove all its equipment and personal property from the Original Facility on or before the conclusion of the Transition Term. Any Tenant equipment or personal property remaining on the Original Facility after the conclusion of the Transition Term may be removed and disposed of by Landlord at Tenant's expense.

3.2 *Installation of Equipment on the New Facility.* Tenant may commence installation of its equipment on or within its allocated space on the New Facility as of the Lease Commencement Date, provided that Tenant shall coordinate its installation activities in advance with Landlord to avoid conflicts with, and minimize disruptions to, other authorized users of the New Facility. Tenant is solely responsible for all costs and work associated with installing and operating its communications equipment on the New Facility.

3.3 *Landlord Removal and Installation.* Upon request from Tenant, Landlord may (at its option) remove Tenant's equipment and personal property from the Original Facility

and install Tenant's equipment and personal property on the New Facility and charge Tenant for the same.

3.4 *Government Permits and Approvals.* Tenant is responsible for obtaining all necessary government permits and approvals for the relocation work.

**4. LEASED PREMISES .** Landlord hereby leases to Tenant the following portions of Landlord's New Facility, as further described and depicted in Exhibit B (the "Leased Premises"):

4.1 *Shelter Allocation.* The Leased Premises includes space within the Shelter within a standard 19" equipment rack not to exceed 10 (ten) Rack Units ("RU"; 1 RU = 1.75") to accommodate a single UHF repeater as identified in Exhibit C. The location of this rack space within the Shelter is to be determined by the Landlord.

4.2 *Power Allocation.* Tenant's equipment as indicated in Exhibit C shall be supported by the Shelter's AC distribution system which includes the support of the New Facility backup power system and automatic transfer switching system.

4.3 *Tower Space Allocation.* Tenant shall have no dedicated antenna or supporting equipment on the tower. Antenna requirements for Tenant's communications equipment shall be provided through the New Facility's antenna combining system (the "Antenna Combining System"). Specifically, Landlord shall provide and maintain a transmitter and receiver antenna combining system within the Shelter which will include ports for connection to the Tenant's equipment. Technical contact information will be provided to the Tenant should there be a need for servicing a failure on the Antenna Combining System.

## **5. PERMITTED USES & OPERATIONAL REQUIREMENTS**

5.1 *Approved Installation.* The communications equipment shown in Exhibit C is hereby approved for installation in the Shelter, subject to the parameters defined in this Agreement, and further provided that the Tenant obtains and maintains all necessary

permissions from the Federal Communications Commission ("FCC") for operation of a transmitter at the New Facility.

5.2 *FCC Licensing.* This Agreement is intended to only cover transmission by the Tenant on the UHF frequency 453.8750MHz, operating under the parameters as licensed and defined on FCC License KQS677 held by the Tenant. A copy of the original FCC License shall be provided to the Landlord for posting at the New Facility as required by FCC regulations. Tenant shall be responsible for the status of their FCC authorization.

5.3 *Effective Radiated Power Limits.* Landlord will provide technical data regarding the New Facility's Transmitter Antenna Combining System for the purposes of ensuring the Tenant's technical support staff can adjust the Tenant's transmitting equipment to operate within the licensed Effective Radiated Power ("**ERP**") limits as defined in the Tenant's authorization from the FCC.

5.4 *Installation.* Tenant shall bear all costs arising in the installation and maintenance of its equipment. All equipment and hardware installed by the Tenant shall be the sole and exclusive property of the Tenant.

5.5 *Access.* Landlord shall provide Tenant access to the New Facility throughout the term of this Agreement. Access shall be scheduled and coordinated through the City of Bellingham Communications Shop. In the event of an equipment failure requiring an emergency response to the New Facility, Communications Shop Staff are available on an on-call rotation 24/7/365. Details regarding contacting staff on-call will be provide to Tenant and kept current should any changes to that protocol be implemented.

5.6 *Maintenance.* Tenant shall be solely responsible for maintaining any and all of its equipment at the New Facility. Maintenance shall include the responsibility for adhering to the specific operational parameters as defined by the Tenant's FCC authorization to operate a transmitter at this location as well as general FCC regulations as defined by the FCC in Title 47 of the Code of Federal Regulations (**CFR**) Subchapter D – Safety and Special Radio Services - Part 90 – Private Land Mobile Radio Services. Tenant is only responsible for operation of its

equipment located at the New Facility. Adherence to any FCC regulations applying to operation of the New Facility are solely the Landlord's responsibility.

5.7 *Technical Contact.* Tenant will provide Landlord with contact information for whomever is responsible for maintaining the Tenant's radio equipment. This contact information is critical to the Landlord for notification purposes should there be a critical failure at the New Facility, or the need for routine scheduled maintenance at the New Facility.

5.8 *Additional or Changes to Communications Equipment.* Tenant shall not make any changes to their installed equipment as listed in Exhibit C without Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. In addition, no changes to the technical operational parameters of the Tenant's equipment as defined in the Tenant's FCC authorization on the date of the execution of this Agreement shall be made without the Landlord's written consent which consent shall not be unreasonably withheld, conditioned, or delayed. This includes but is not limited to frequency of operation, transmitter power, or transmitter emission type. For any proposed revisions, an approval package consisting of the following items must be submitted to Landlord's Communication Manager or designee: (i) a Radio Frequency Interference Report/InterMod Study identifying all frequencies used by Landlord and all site tenants, certifying that the proposed revisions will not cause frequency interference for the Landlord's or any other tenant's communication systems; (ii) a list of all equipment proposed and in-use by the Tenant on the Leased Premises; (iii) final design drawings of the proposed revision; (iv) a signed and dated approval request for formal approval of the revision; and (v) any other information reasonably requested by Landlord.

6. **NONEXCLUSIVE USE; NONINTERFERENCE.** Tenant's use of the New Facility is not exclusive. The New Facility will also be used by Landlord and other tenants of Landlord. The radio frequencies utilized by Landlord and each existing tenant on the Original Facility (all of whom are expected to relocate to the New Facility) are detailed in the Radio Frequency Interference Analysis Report, Sehome Intermod, dated January 12, 2017, prepared by Hatfield & Dawson of Seattle, Washington (the "**Intermod Report**"), a copy of which has been provided to Tenant.

6.1 Tenant shall not operate its Communications Equipment in a manner that interferes with the equipment or frequencies utilized by Landlord or any other tenant as detailed in the Intermod Report.

6.2 Landlord shall not operate its equipment, or permit any tenant to operate their equipment, in a manner that interferes with the equipment or frequencies utilized by Tenant as detailed in the Intermod Report.

6.3 Landlord shall not permit any new frequency on the New Facility (other than those identified in the Intermod Report) unless the party seeking to use such new frequency submits a radio frequency interference report/intermod study showing, to Landlord's reasonable satisfaction, that such frequencies will not interfere with the equipment or frequencies of other authorized users on the New Tower.

6.4 In no event shall Landlord be liable to Tenant for damages or specific performance for any actual or alleged breach of this section. Tenant's sole remedy for any such breach is to terminate the Lease. In the event of termination pursuant to this clause, Tenant shall be required to pay rent up to the earlier of i) the date of termination or ii) the date that the Tenant's equipment no longer served its intended purpose due to radio frequency interference from equipment owned by Landlord or its other tenants at the New Facility.

**7. TERM.** The Term of this Agreement consists of the Transition Term, Primary Term and any Renewal Terms, as defined in Section 2 above and as further defined as follows:

7.1 *Transition Term.* July 1, 2020 to December 31, 2020. The purpose of the Transition Term is to provide Tenant with a six-month period within which to relocate its equipment and personal property from the Original Facility to the New Facility. No rent shall accrue under this Lease during the Transition Term. Rent shall continue to accrue under the Original Lease during the Transition Term.

7.2 *Primary Term.* The Primary Term of this Agreement is five (5) years, commencing January 1, 2021 and ending on December 31, 2025.

7.3 *Renewal Terms.* The Term of this Agreement includes four (4) successive renewal terms, each for a period of five years, (each a "**Renewal Term**") which shall automatically commence unless either party elects not to renew the Agreement by providing written notice to the other party at least ninety (90) days prior to the expiration of the then current term.

7.4 *Original Lease – Amended Termination Date.* The Original Lease shall terminate without further notice on December 31, 2020.

## 8. RENT

8.1 *Arrearage (Original Facility).* Tenant shall pay the Arrearage owing for its use of the Original Facility through December 31, 2020 in the principal sum of \$6,000.00 within thirty (30) days of invoicing by Landlord following execution of this Agreement. Failure to timely pay the Arrearage shall be grounds for termination of this Agreement, in addition to all other remedies available to Landlord in law or equity.

8.2 *Base Rent for Primary Term (New Facility).* Base rent for the Primary Term shall be \$3,300.00 per year, paid annually on or before January 1 of each year of the Primary Term.

8.3 *Base Rent for Renewal Terms (New Facility).* Base rent for each Renewal Term shall increase by 15% over the Base Rent amount in effect for the previous term. Base Rent shall be paid annually on or before January 1 of each year during each Renewal Term.

### 8.4 *Base Rent Schedule for New Facility*

#### 8.4.1 Primary Term (Annual Base Rent):

January 1, 2021 – December 31, 2021	\$3,300.00
January 1, 2022 – December 31, 2022	\$3,300.00
January 1, 2023 – December 31, 2023	\$3,300.00
January 1, 2024 – December 31, 2024	\$3,300.00
January 1, 2025 – December 31, 2025	\$3,300.00

8.4.2 First Renewal Term (Annual Base Rent):

January 1, 2026 – December 31, 2026	\$3,795.00
January 1, 2027 – December 31, 2027	\$3,795.00
January 1, 2028 – December 31, 2028	\$3,795.00
January 1, 2029 – December 31, 2029	\$3,795.00
January 1, 2030 – December 31, 2030	\$3,795.00

8.4.3 Second Renewal Term (Annual Base Rent):

January 1, 2031 – December 31, 2031	\$4,364.25
January 1, 2032 – December 31, 2032	\$4,364.25
January 1, 2033 – December 31, 2033	\$4,364.25
January 1, 2034 – December 31, 2034	\$4,364.25
January 1, 2035 – December 31, 2035	\$4,364.25

8.4.4 Third Renewal Term (Annual Base Rent):

January 1, 2036 – December 31, 2036	\$5,018.89
January 1, 2037 – December 31, 2037	\$5,018.89
January 1, 2038 – December 31, 2038	\$5,018.89
January 1, 2039 – December 31, 2039	\$5,018.89
January 1, 2040 – December 31, 2040	\$5,018.89

8.5.5 Fourth Renewal Term (Annual Base Rent):

January 1, 2041 – December 31, 2041	\$5,771.72
January 1, 2042 – December 31, 2042	\$5,771.72
January 1, 2043 – December 31, 2043	\$5,771.72
January 1, 2044 – December 31, 2044	\$5,771.72
January 1, 2045 – December 31, 2045	\$5,771.72

8.5 *Payment Method.* All amounts to be paid by Tenant to Landlord under this Agreement shall be delivered to Landlord at the address specified in Section 11, or by electronic payment method approved by Landlord.



8.6 *Partial Months Prorated.* Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall reasonably cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation.

8.7 *Additional Rent.* All other sums to be paid or reimbursed by Tenant to Landlord, whether or not so designated, shall be deemed "Additional Rent" for the purposes of this Agreement. If Tenant defaults in the performance of any of its obligations under this Agreement and after providing the written notice of default and opportunity to cure to the Tenant required by Section 9, below, Landlord may, but shall not be obligated to, perform such obligations, and the cost thereof to the Landlord shall also be Additional Rent. Unless otherwise specifically provided herein, Tenant shall pay Landlord all Additional Rent within thirty (30) days of the date of written demand. Unless otherwise specified, where the term "Rent" appears without a modifier in this Agreement, it shall be construed to be inclusive of Base Rent and Additional Rent.

8.8 *Late Charge; Interest.* If Tenant fails to pay any amount due under this Agreement within ten (10) days of the due date, a late charge equal to five percent (5%) of the unpaid amount shall be assessed and be immediately due and payable. In addition, interest shall accrue on the delinquent amount at a per annum rate which is the lesser of the highest interest rate permitted by applicable law, or twelve percent (12%) per annum.

9. **TERMINATION.** This Agreement may be terminated as follows:

9.1 By Landlord if Tenant fails to cure a default for payment of Rent within thirty (30) days of receipt of a written notice of default.

9.2 By the non-defaulting party if the other party defaults (other than a default described in subsection 9.1 above) and fails to cure such default within thirty (30) days after receipt of a written notice of default; provided, however, that if such default is not capable of being cured within such 30-day period, the Lease may not be terminated so long as the

defaulting party commences appropriate curative action within such thirty (30) day period and thereafter diligently prosecutes such cure to completion as promptly as possible.

9.3 By Tenant upon thirty (30) days prior written notice if:

9.3.1 Tenant is unable to retain a valid FCC license to operate at this New Facility;

9.3.2 The Leased Premises or Tenant's Communications Equipment are damaged or destroyed by wind, fire, or other casualty. In such case, Tenant shall also be entitled to negotiate, compromise, receive, and retain all proceeds of Tenant's insurance;

9.3.3 The Leased Premises or any portion thereof are taken or condemned by power of eminent domain or other governmental taking. Landlord reserves all right to the entire damage award or payment for any taking by eminent domain, and Tenant waives all claims whatsoever against Landlord and/or the governmental authority exercising eminent domain for damages for termination of its leasehold interest in the Leased Premises or for interference with its business. Tenant shall, however, have the right to claim from the condemning authority all compensation that may be recoverable by Tenant on account of any moving costs or loss or damage to Tenant's equipment, provided, however, that Tenant may claim such damages only if they are awarded separately in the eminent domain proceeding and not as part, or in reduction, of Landlord's damages.

**10. INDEMNIFICATION.** Each party shall defend and indemnify the other from any and all claims, damages, and losses of any kind, including but not limited to personal injury, death, and property damage in direct proportion to the extent arising out of its negligent acts or omissions or the negligent acts or omissions of its employees, agents, and contractors of any tier. The obligations of this section shall survive the termination/expiration of this Agreement. THE PARTIES HEREBY WAIVE IMMUNITY UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, FOR THE SOLE AND LIMITED PURPOSE OF EFFECTUATING THEIR OBLIGATIONS UNDER THIS CLAUSE WITH REGARD TO ANY CLAIMS ASSERTED AGAINST ONE PARTY BY AN EMPLOYEE OF THE OTHER PARTY.

**11. NOTICES.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. Mail, certified, returned receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

Port of Bellingham  
P.O. Box 1677  
Bellingham, WA 98227  
Attn: Dave Warter

If to Landlord, to:

City of Bellingham  
2221 Pacific Street  
Bellingham, WA 98229  
Attn: Clark Williams

With Copy To:  
Office of the City Attorney  
210 Lottie Street  
Bellingham, WA 98226

**12. ENVIRONMENTAL LAWS.** Landlord and Tenant shall comply with all federal, state, and local laws in connection with any substances brought onto the New Facility that are identified by any law, ordinance, or regulation as hazardous, toxic, or dangerous (collectively, the "Hazardous Substances"). Tenant agrees to be responsible for all losses or damages caused by and Hazardous Substances that it may bring onto the New Facility and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damages caused by any Hazardous Substance on or entering the New Facility, except those brought onto the Property by the Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the New Facility. The obligations of this sections shall survive the termination/expiration of this Agreement.

**13. ASSIGNMENT AND SUBLETTING.** Tenant may not assign this Agreement or sublet the Leased Premises without the prior written consent of Landlord.

**14. MISCELLANEOUS.**

14.1 *Disputes.* This Agreement shall be construed in accordance with the laws of the State of Washington, without regard to the principles of conflicts of law. Venue for any litigation involving this Agreement shall lie exclusively with the Superior Court of the State of Washington in and for the County of Whatcom. The substantially prevailing party in any litigation or other legal proceedings arising under this Agreement (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorney's fees and expenses and litigation costs.

14.2 *Amendments.* Any amendments to this Agreement must be in writing and executed by both parties.

14.3 *Severability.* If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

14.4 *Authority.* Each party hereby represents and warrants to the other that this Agreement has been duly authorized, executed, and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Agreement.

14.5 *Binding Covenants.* This Agreement and the interests granted herein shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, and assigns.

14.6 *Other Laws.* Nothing in this Agreement shall be deemed to waive any applicable federal, state, and local laws, regulations, and orders, including but not limited to the ordinances of the City of Bellingham, Washington.

*[Signatures on following page.]*

EXECUTED, this the 16 day of July, 2020, for the **PORT OF BELLINGHAM**  
by:

  
\_\_\_\_\_  
Rob Fix, Executive Director

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, for the  
**CITY OF BELLINGHAM** by:

**Departmental Approval**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Public Works Director

**Attest:**

**Approved as to Form**

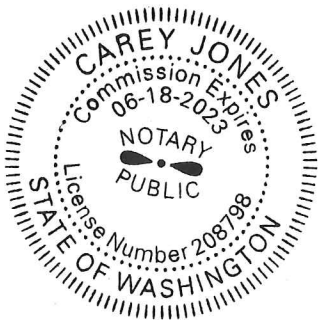
\_\_\_\_\_  
Finance Director

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this 16 day of July 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Rob Fix**, known to me to be the **Executive Director** of the **PORT OF BELLINGHAM**, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of the municipal corporation.

Given under my hand and official seal this 16 day of July, 2020.



Carey Jones  
Print Name: Carey Jones  
NOTARY PUBLIC in and for the  
State of Washington, residing at Bellingham

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF WHATCOM )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Seth Fleetwood**, known to me to be the **Mayor** of the **CITY OF BELLINGHAM**, and acknowledged the said instrument to be the free and voluntary act and deed of said city, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the city.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing at \_\_\_\_\_

EXHIBIT A

**LEGAL DESCRIPTION OF LANDLORD'S PROPERTY**

THE PROPERTY IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SEHOME HILL ARBORETUM, LYSLE DONATION LAND CLAIM IN THE NORTHWEST QUARTER AND NORTHEAST QUARTER ALL OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 3 EAST, W.M. DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT BEING THE INTERSECTION OF THE EAST LINE AND NORTH LINE OF THE LYSLE DONATION LAND CLAIM, THEN SOUTHERLY ALONG THE EAST LINE OF THE LYSLE DONATION LAND CLAIM 930 FEET MORE OR LESS TO A POINT BEING THE INTERSECTION OF THE COMMON LOT LINE BETWEEN GOVERNMENT LOTS 4 AND 5, THEN WESTERLY ON A PROJECTED LINE, HAVING AN INTERNAL ANGLE OF 90 DEGREES AT THE LYSLE DONATION LAND CLAIM LINE AND THE GOVERNMENT LOT 4 AND 5 POINT ON SAID LINE A DISTANCE OF 660 FEET MORE OR LESS TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SEHOME HILL ARBORETUM WHICH IS ALSO THE EAST BOUNDARY OF WESTERN WASHINGTON UNIVERSITY PROPERTY, THENCE NORTHEASTERLY ALONG SAID WEST PARK BOUNDARY A DISTANCE OF 940 FEET MORE OR LESS TO THE INTERSECTION WITH THE NORTH BOUNDARY OF THE LYSLE DONATION LAND CLAIM, THEN EASTERLY ALONG THE NORTH LINE OF THE LYSLE DONATION LAND CLAIM 480 FEET MORE OR LESS TO THE **POINT OF BEGINNING**.

CONTAINING 530,100 SQUARE FEET, 12.2 ACRES, MORE OR LESS.

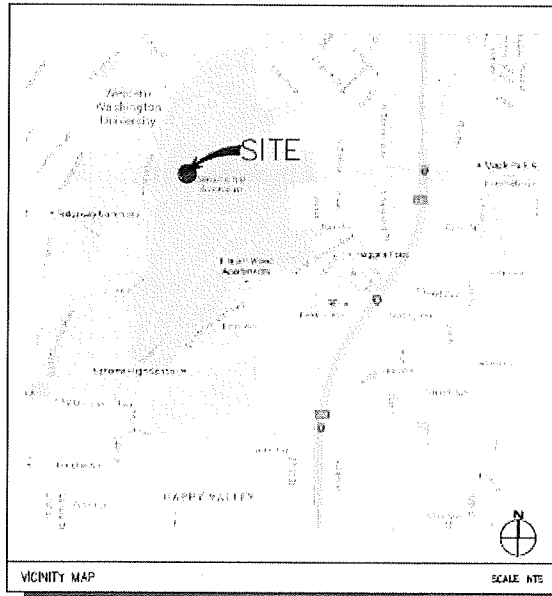
TOGETHER WITH:

THE SEHOME ARBORETUM ACCESS ROAD KNOWN AS "ARBORETUM DRIVE", SAID DRIVE EXTENDING IN A NORTHERLY AND WESTERLY DIRECTION ACROSS A PORTION OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 3 EAST AND THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 3 EAST, ALL OF THE W.M. BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY MARGIN OF 25<sup>TH</sup> STREET AND TERMINATING AT THE LEASED PREMISES.

ALL SITUATE IN WHATCOM COUNTY, WASHINGTON



## EXHIBIT B



SITE NAME:

SEHOME HILL TOWER REPLACEMENT

SITE ADDRESS:

100 ARBORETUM DRIVE  
BELLINGHAM, WA 98226

COORDINATES:

LAT: 48°44'08.54"N  
LONG: 122°28'53.54"W  
ELEV (AMSL): 623.0'

PARCEL NUMBER:

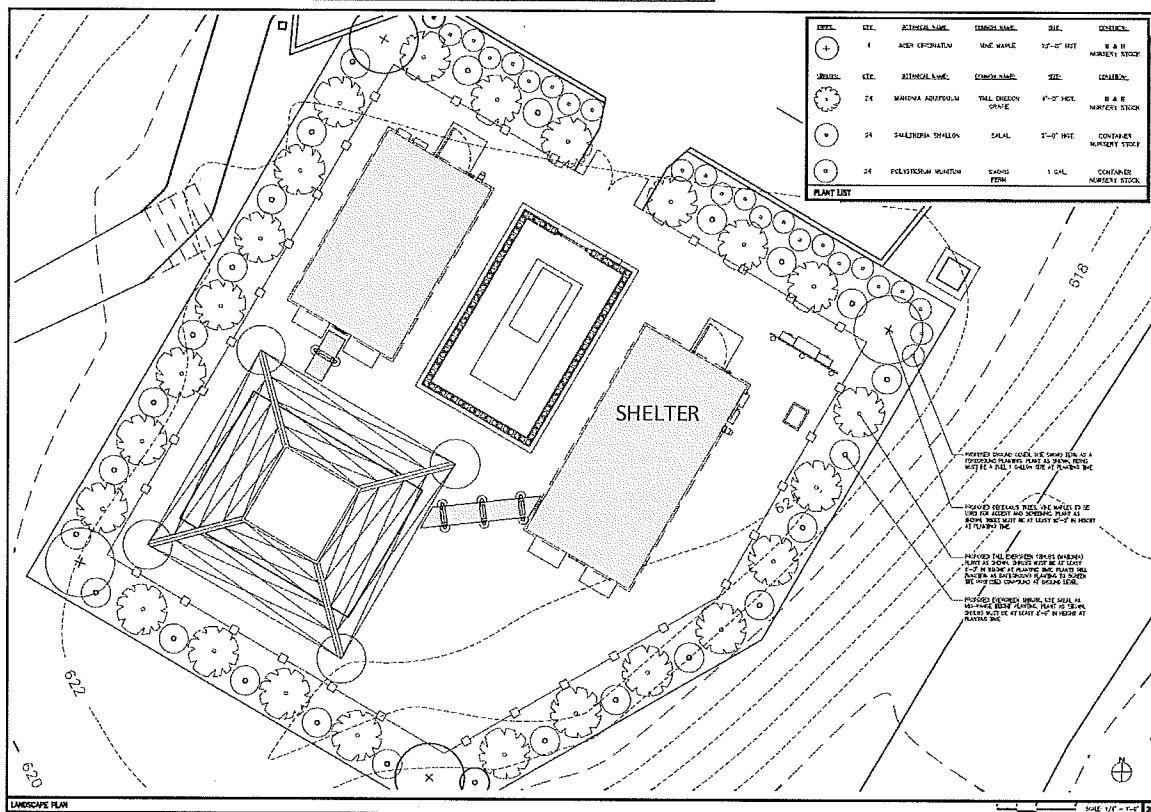
38033116124

ZONING:

PARK / OPEN SPACE / UTILITIES

JURISDICTION:

CITY OF BELLINGHAM  
210 LOTTIE STREET  
BELLINGHAM, WA 98225  
TEL: 360.778.5300



**EXHIBIT C**

**Tenant equipment installed at the New Facility includes:**

1 each      Motorola XPR8400 Repeater (453.8750 MHz)

Ancillary equipment as required, not to exceed 10 RU of provided rack space.