



CITY OF BLAINE

344 H Street
Blaine, WA 98230

CITY COUNCIL AGENDA

Monday, December 10, 2007

6:30 PM

- A. *Study Session – 5:30pm Title 17 Amendments***
- B. CALL TO ORDER**
- C. *Adjourn to Executive Session – 6:30pm Pending Litigation***
- D. MOMENT OF SILENCE**
 - PLEDGE OF ALLEGIANCE
 - Oath of Office – Harry Robinson
 - ROLL CALL: Ken Ely, Charlie Hawkins, John Liebert, Mike Myers, Bonnie Onyon, Jason Overstreet, Harry Robinson
 - Staff Present:
- E. AUDIENCE PARTICIPATION**

Sign-up/Comment Forms in Foyer of City Hall

 - 1. Blaine Builder Award – Brent Brentnall
 - 2. Jason Snow – Peace Arch State Park Landscape Update
- D. CITY MANAGER AND STAFF REPORTS**
 - 1. H Street Road Construction Concepts Update
 - 2. Neighborhood Street Design Charrette Update

3. Lighthouse Point Update
4. State & Federal Projects Update
5. Lincoln Substation Update
6. Major Projects Update
7. Council Meeting Time for December 26, 2007

E. PUBLIC HEARING (MEETING)

***PLEASE NOTE:** Persons speaking on any issue will be allowed three (3) minutes. An additional two (2) minutes of non-repetitive testimony will be allowed after all testimonies have been heard. Action may be taken at the end of the public hearing.

1. None

F. COMMISSION, COMMITTEE AND BOARD REPORTS

1. Planning Commission
2. Airport Commission
3. BTAC
4. Park & Cemetery
5. Ad Hoc

G. WRITTEN COMMUNICATIONS

1. Letters from Joel Douglas dated December 3rd, 4th and 5th, 2007.

H. CONSENT AGENDA

Items listed below have been distributed to Council members in advance for study and will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Councilmember.

1. Approval of Bills – Amount: \$ Presented During Council Meeting
2. Approval of November Payroll – Amount \$ Presented During Council Meeting
3. Approval of November 26, 2007, City Council Minutes
4. Project Acceptance, Water Production Well No. 5R
5. Project Acceptance, Water Production Well No. 8.1

I. COUNCIL ACTION ITEMS

1. Ordinance 07-2673, Title 17 Amendments
2. Ordinance 07-2683, 2008 Budget 2nd Reading
3. Ordinance 07-2690, Bond Issue Street and Storm Improvements
4. Right-of-way vacation petition North of Hughes Between Peace Portal
5. Water Use Efficiency Goal-Setting, Establishing Public Forum Date
6. Resolution 1475-07, Wastewater Rate Increase 2nd Reading
7. Award Bid for Replacement of Existing Telemetry Equipment
8. Response to the City of Spokane Letter Regarding Tire Studs
9. Interlocal Agreement with Whatcom County for Pilot Stormwater Project
10. Interlocal Agreement with Fire District 21 for Fire Marshal

J. UNFINISHED BUSINESS

K. COUNCIL NEW BUSINESS

L. MAYOR AND COUNCIL REPORTS

M. ADJOURN

Americans with Disability Act (ADA) Requirement: The meeting location is accessible. If you require a special accommodation during your attendance at any public meeting, please contact the City Clerk (360) 332-8311, 48 hours prior to the meeting date you will be attending. Thank you.

CITY OF BLAINE CITY COUNCIL MEETING MINUTES

Monday, November 26, 2007

7:00 PM

- A. Study Session – 5:35PM – Rewrite of 17.07 Site Plan Review**
Present: Bonnie Onyon, Mike Myers, Ken Ely, John Liebert, Charlie Hawkins
Staff Present: Gary Tomsic, Terry Galvin, Mike Haslip, Steve Banham, Sheri Sanchez
Adjourn: 6:30PM

B. CALL TO ORDER 7:02PM

- MOMENT OF SILENCE
- PLEDGE OF ALLEGIANCE
- ROLL CALL:

PRESENT: Ken Ely, Charlie Hawkins, John Liebert, Mike Myers, Bonnie Onyon.
ABSENT: Jason Overstreet.

MOTION MADE BY BONNIE ONYON TO EXCUSE JASON OVERSTREET'S ABSENCE, SECONDED BY JOHN LIEBERT AND APPROVED UNANIMOUSLY (5-0)

STAFF: PW Director Banham, CD Director Galvin, PS Director Haslip, Finance Director Riley, City Clerk Sanchez, City Manager Tomsic.

C. AUDIENCE PARTICIPATION
Sign-up/Comment Forms in Foyer of City Hall

1. None

D. CITY MANAGER AND STAFF REPORTS

1. Lighthouse Point Update – Steve Banham reported – photos will be taken from the air for the site rendering of the plant. Constructability was done by Harrison and Assoc. The Plan is to

have everything wrapped up by the end of the year so that the advertising for construction can take place at the beginning of the year.

2. State & Federal Projects – Steven Banham reported – The ribbon cutting for the grand opening of the fast lanes will be on Dec 5th at 11:30am on D Street and will be attended by the Governor’s husband.
3. Lincoln Substation Update – Steve Banham reported – A telephone conference call will be made with PSE with discussion of the franchise agreement with the state and review of the interconnection agreement.
4. Major Projects Update – None

E. PUBLIC HEARING (MEETING)

1. 2008 Budget – Presented by Meredith Riley
Mayor Mike Myers reviewed the appearance of fairness doctrine:
Regarding interest in property or subject matter – council responded “nay”
Regarding direct or indirect financial benefit – council responded “nay”
Regarding engaged in communication outside hearing with proponents or opponents – council responded “nay”
Regarding whether the council can be fair & impartial in rendering a decision the council responded “yes”
The Mayor opened the public hearing.
The City Clerk was asked to read any written communication into the record. City Clerk responded there was none.
Gary Tomsic gave a summary review of the 2008 budget process.
Meredith Riley presented an overview of the 2008 budget with added comments by staff.
The council asked questions of the staff regarding budget items.
Public Hearing closed

F. COMMISSION, COMMITTEE AND BOARD REPORTS

1. There were no reports

G. WRITTEN COMMUNICATIONS

1. Letter from City of Spokane dated November 12, 2007.
2. Letter from Bellingham Sail and Power Squadron dated November 19, 2007.

H. CONSENT AGENDA

1. Approval of Bills – Amount: \$ 95,201.46
2. Approval of Payroll – Amount \$ - 0 -
3. Approval of November 13, 2007, City Council Minutes

MOTION MADE BY KEN ELY TO APPROVE THE CONSENT AGENDA, SECONDED BY CHARLIE HAWKINS AND APPROVED UNANIMOUSLY, 5 – 0 (JASON OVERSTREET ABSENT)

I. COUNCIL ACTION ITEMS

1. Ordinance 07-2680, Rewrite of 17.07 Site Plan Review – Presented by Terry Galvin

MOTION MADE BY KEN ELY TO APPROVED ORDINANCE 07-2680, SECONDED BY CHARLIE HAWKINS AND APPROVED UNANIMOUSLY 5 – 0 (JASON OVERSTREET ABSENT)

2. Ordinance 07-2682, Second Reading Property Tax Levy – Presented by Meredith Riley

MOTION MADE BY CHARLIE HAWKINS TO APPROVE ORDINANCE 07-2682, SECONDED BY KEN ELY AND APPROVED UNANIMOUSLY 5 – 0 (JASON OVERSTREET ABSENT)

3. Ordinance 07-2683, 2008 Budget First Reading – Presented by Meredith Riley. The second reading will take place at the December 10, 2008 council meeting.
4. Ordinance 07-2689, Acquisition of Property for Boardwalk – Presented by Gary Tomsic

MOTION MADE BY KEN ELY TO APPROVE ORDINANCE 07-2689, SECONDED BY JOHN LIEBERT AND APPROVED UNANIMOUSLY 5 – 0 (JASON OVERSTREET ABSENT)

5. Resolution 1475-07, Wastewater Rate Increase First Reading – Presented by Steve Banham. Second reading will take place at December 10, 2008 council meeting

6. Contract with Baron Telecommunications – Telephone System – Presented by Sheri Sanchez

MOTION MADE BY CHARLIE HAWKINS TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BARON TELECOMMUNICATIONS FOR THE PURCHASE OF A TELEPHONE SYSTEM, SECONDED BY KEN ELY

Staff answered questions from the council

APPROVED UNANIMOUSLY 5 – 0 (JASON OVERSTREET ABSENT)

7. Support for Passenger Rail Stop in White Rock – Presented by Gary Tomsic

MOTION MADE BY CHARLIE HAWKINS TO AUTHORIZE THE CITY MANAGER TO PREPARE A LETTER FOR THE MAYOR'S SIGNATURE, SECONDED BY KEN ELY AND APPROVED UNANIMOUSLY 5 - 0 (JASON OVERSTREET ABSENT)

8. Airport Parcel C Lease – Presented by Gary Tomsic

MOTION MADE BY JOHN LIEBERT TO DENY REQUEST TO LEASE PARCEL C, SECONDED BY BONNIE ONYON

Council discussed possible options to the wording in the lease and asked that, if denied, the City Manager can bring back to council with additional wording

DENIED 4, ABSTAINED 1 (CHARLIE HAWKINS)

9. Seagrass Cottages II Preliminary Plat Extension to Agreement – Presented by Terry Galvin

MOTION MADE BY KEN ELY TO APPROVE THE SEAGRASS COTTAGES II PRELIMINARY PLAT EXTENSION TO THE AGREEMENT, SECONDED BY JOHN LIEBERT, AND APPROVED 4, ABSTAINED 1 (CHARLIE HAWKINS)

J. COUNCIL NEW BUSINESS

1. Bonnie requested that the letter from the City of Spokane be added to next council agenda.
2. Gary reminded council of the tree lighting ceremony on Saturday, December 1st, 4:00pm.
3. John Liebert asked about the status of the fence around airport, as part of it has been demolished by trucks. Staff responded that they were aware of it.
4. John Liebert requested that the voter boundaries be added to the next agenda.

K. ADJOURN 8:28PM

Mayor

City Clerk

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: December 10, 2007

SUBJECT: Water Production Well No. 5R Establishment Project, Phase 1 - Drill and Test Construction Contract Completion

SUBMITTING DEPT: Public Works

PREPARED BY: _____
(Digital Signature)

AGENDA LOCATION: Comments/Communications ☐; Consent ☒; Committee Reports ☐
Unfinished Business ☐; Council Action Items ☐; Public Hearing ☐; Standing Committees ☐

ATTACHMENTS: None.

ANALYSIS/SUMMARY: This project augments an older well (No 5, located in the City's Well Field at the eastern end of Pipeline Road) that is not capable of producing its full water right. The contractor drilled a new well (now named Water Production Well No 5.1) into a deeper aquifer and with a larger casing to obtain increased pumping capacity. Separate subsequent contracts in 2008 will design and install the pumps, wellhead enclosure, disinfection equipment, telemetry, and connection to the distribution system.

This project was completed on April 26, 2007 and accepted as complete on October 18, 2007.

RECOMMENDATION: ☒ Waive 2nd Reading: Staff recommends that the City Council waive the second reading and accepts the project as complete.

FISCAL ANALYSIS: The final cost, including sales tax, was \$188,686.46.

REVIEWED BY:

City Manager _____ Finance Director _____ City Clerk _____
(Digital Signature) (Digital Signature) (Digital Signature)

COUNCIL ACTION:

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Assigned to: _____

COUNCIL ACTION: _____

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: December 10, 2007

SUBJECT: Water Production Well No. 8.1 Establishment Project, Phase 1 -
Drill and Test Construction Contract Completion

SUBMITTING DEPT: Public Works

PREPARED BY: _____
(Digital Signature)

AGENDA LOCATION: ☐ Comments/Communications; ☒ Consent; ☐ Committee Reports
☐ Unfinished Business; ☐ Council Action Items; ☐ Public Hearing; ☐ Standing Committees

ATTACHMENTS: None.

ANALYSIS / SUMMARY: This project augments an older well (No 8, located at the northern end of Lincoln Park) that is not capable of producing its full water right. The contractor drilled a new well (now named Water Production Well No 8.1) into a deeper aquifer with a larger casing to obtain better raw water quality and increased pumping capacity. Separate subsequent contracts in 2008 will design and install the pumps, wellhead enclosure, telemetry, and connection to the distribution system.

This project was completed on August 31, 2007 and accepted as complete on August 31, 2007.

RECOMMENDATION: ☒ Waive 2nd Reading: Staff recommends that the City Council waives the second reading and accepts the project as complete.

FISCAL ANALYSIS: The final cost including sales tax was \$214,274.28.

REVIEWED BY:

City Manager _____ Finance Director _____ City Clerk _____
(Digital Signature) (Digital Signature) (Digital Signature)

COUNCIL ACTION:

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Assigned to: _____

COUNCIL ACTION: _____



Request for City Council Action

MEETING DATE: December 10, 2007

SUBJECT: Ordinance No. 07-2673 adopting both minor “code scrub” amendments and substantive amendments to Title 17, BMC

PROPOSERS: City of Blaine Planning Commission

SUBMITTING DEPT: Community Development Department

PREPARED BY: Terry Galvin, Community Development Director

AGENDA LOCATION: Comments/Communications ☐ Consent ☐ Committee Reports ☐ Unfinished business ☐ New business ☐ Public Hearings ☐ Standing Committees ☐

ATTACHMENTS:

Attachment A – Ordinance No. 07-2673

Exhibit A – Code Scrub Amendments to Title 17

Exhibit B – Substantive Amendments to Title 17

***NOTE:** Materials constituting the official record are on file with the CDS Department.*

BACKGROUND & SUMMARY

Title 17, BMC contains the City’s land use regulations. Over the last six years staff has recommended a number of amendments to Title 17. These typically fall into two categories. The first are called code scrub amendments which are intended to increase efficiency, effectiveness and clarity in the code. The second category of changes addresses the substantive land use issues that guide development in Blaine. The proposed amendments before the City Council include both categories.

Code Scrub amendments. The Blaine Land Use Code continues to have a number of inconsistencies that must be addressed, including outdated administrative language, duplication and conflicting text and related language. These can be cleaned up through minor text changes termed “code scrub” amendments. These are contained in Exhibit A. Although not major in terms of impact, they are changes to the code and must be made through the amendment process.

Substantive amendments. Exhibit B contains a number of substantive amendments. These have been dealt with separately under **Exhibit B**, to more thoroughly address their land use implications.

PROCEDURAL REQUIREMENTS

All administrative, SEPA and notification requirements under Title 17 have been met. However, it is important to understand that this is a legislative action, and not quasi-judicial proceeding (development

permit proposal). As such public review is not limited to one open record hearing by the Planning Commission with a final closed record hearing by the City Council. As such the City Council may hold an additional public hearing on these amendments if they choose to do so.

ANALYSIS & RATIONALE FOR PROPOSED AMENDMENTS

The amendments have been incorporated into Exhibit A and B. In each Exhibit staff have used a standard “tracking” format that indicates a where language has been deleted and double underlined where new language has been inserted.

Analysis or “**Rationale**” for each amendment has been included under each proposed amendment in both **Exhibit A and B**. Staff has incorporated analysis and rationale for each amendment in the Exhibits. This is where both staff and the Planning Commission have provided the rational basis for proposing the amendment. This format allows the CC, PC and the public to more directly track the amendments and review the rationale for making the change, resulting in a more efficient review process.

Further analysis in the staff report would only amount to unnecessary duplication and additional pages. So, while the Exhibits provide the rationale for every proposed amendment, this staff report is limited to an analysis of only the most significant amendments to further call attention and explain their importance.

SUBSTANTIVE AMENDMENTS:

Amendments to Chapter 17.24 Highway Commercial District are proposed to allow this district to achieve its long standing stated purpose; to support the CBD. In previous work sessions, there has been general agreement that the HCc district, in its present form, is underutilized with limitations that preclude it full potential. Large setbacks, height restrictions and a limited range of allowed uses do not allow the district to realize its intended purpose. This district's location adjacent to the border, exit 276, with close proximity to the CBD, the Wharf District and Peace Arch Park and a well established neighborhood to the east make it a natural service area. Yet the existing regulatory framework has resulted in a cluster of marginal commercial service stations along a strip of road that is dominated by transient signage, sadly reflecting a scarcity of customers.

While intended to service a mix of auto oriented customers, its location and views of Mt. Baker and the marine waters to the west make the district an good location for a variety of affordable housing options. However, the restricted height limits do not fully allow potential residential units to take advantage of the tremendous views that would otherwise be enjoyed even with a 10 foot height increase. Reasonably priced residential units in this area can increase the necessary average urban density under the growth Management Act and functionally allow affordable pedestrian access to the Market and Wharf Districts and Peace Arch Park.

With this in mind, additional language in Chapter 17.26 has been added that expands and clarifies the purpose of the HCc zoning district as follows:

Subzone C. Purpose is to provide for businesses and services that support the central business district. This district is intended to service highway motorists, the auto oriented demand from the Central Business (CB) district and adjacent residential neighbors, including those in this district. The height, density and minimum setbacks are intended to encourage accessible and affordable housing in an urban environment. As such, this district should include pedestrian amenities and routes that facilitate safe passage to adjacent residential neighborhoods, the Peace Arch Park, and the CB-Market and Wharf districts. While not a part of the CB district, its character and function should be complementary to the CB district with little impact on the low density neighbors to the south and east.

Other proposed changes in the HCc zoning district:

- Expanded range of allowed uses;
- Increase maximum height limits from 35 feet to 45 feet;
- Reduce setback requirements;
- Add landscape requirements.

Amendments to Chapter 17.26. Residential/Office (R/O) zoning district includes:

- Elimination of single family residences from the zoning district;
- Clarification of density and setbacks;
- Requirement to be oriented to Peace Portal Drive.

Amendments to Chapter 17.48 Planned Unit Development District amount to significant changes to the PUD chapter. Major changes include:

- Elimination of zoning overlay element of the code;
- Waiver of minimum size with conditions;
- Deletion of multifamily units in any zoning district;
- Addition of specific approval criteria for a preliminary plat.

Amendments to Chapter 17.128. Fences, Walls and Hedges, reduces the maximum height for a fence in the front yard from 6 feet to 4 feet. There are additional related amendments.

Amendments to Chapter 17.138 Architectural Projections Into Yards, allow the projection of covered porches up to 10 feet into the setbacks.

FINDINGS OF FACT

1. The City has complied with all administrative and notification requirements.
2. Title 17 in its present condition has some conflicting and outdated text;
3. The Planning Commission, City Council, and staff have spent unnecessary time and expense with the interpretation and definition of poorly worded regulatory language and poor administrative processes Title 17.
4. The current City of Blaine Comprehensive Plan directs the Planning Commission to review Title 17 and develop appropriate revisions.
5. The proposed amendments will result in a better constructed land use code that is internally consistent and compliant with new state and federal land use law.
6. The revisions contained in Ordinance 07-2673 is in the best interest of the community.

CONCLUSIONS:

The proposed code scrub amendments, contained in Exhibit A, substantially remedy deficiencies that presently exist in Title 17. Their approval will result in more efficient and predictable administration of the City's land use code and more effective implementation of the Comprehensive Plan.

The proposed amendments contained in Exhibit B, are consistent with the Comprehensive Plan and are necessary to direct future development in a manner that is compatible with, and complimentary to the small town flavor and heritage of Blaine's community.

RECOMMENDATION:

Following the public hearing and Planning Commission discussion of the proposed amendment, it was moved and seconded to recommend to the City Council that proposed amendments contained in Exhibits A and B of Ordinance No. 07-2673 be **APPROVED**.

The Commission's recommendation is based on the Findings of Fact contained in Ordinance No. 07-2673. Staff concurs with the Planning Commission recommendation.

III. FISCAL ANALYSIS:

The proposed amendments should help facilitate responsible and accountable growth and development in the City of Blaine. The result will help stimulate the economy and add the necessary revenue to allow city government to provide community services.

Signed by:

Jeff Arntzen
Planning Commission Chair

Terry Galvin
Community Development Director

REVIEWED BY:

City Manager _____ Finance Director _____ City Clerk _____
(Digital Signature) (Digital Signature) (Digital Signature)

COUNCIL ACTION: Approved ☐, Denied ☐, Tabled / Deferred ☐,

ORDINANCE NO. 07-2673

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BLAINE, WASHINGTON, UPDATING THE BLAINE MUNICIPAL CODE TO IMPROVE ADMINISTRATIVE EFFICIENCY AND FURTHER CLARIFY LAND USE REGULATIONS, TO AMEND CHAPTER 17.48 PUD AND THE HCc AND R/O ZONING DISTRICTS, AND TO AMEND FENCING AND ARCHITECTURAL PROJECTION REQUIREMENTS UNDER TITLE 17, BMC.

WHEREAS, at the direction of the City Council, the Community Development Services Department has drafted revisions to Title 17, BMC to improve administrative efficiency and clarity and substantively amend some provisions of the land use code to better implement the direction contained in the Comprehensive Plan; and

WHEREAS, on August 23, 2007, after posting legal notice, and publication of legal notice in a newspaper of general circulation, the Planning Commission conducted a public hearing on the proposed amendments to Title 17; and,

WHEREAS, On November 28, 2007 after hearing public testimony, considering the recommendations of staff and carefully reviewing all information, the Planning Commission unanimously voted to send the amendments with some revisions to the City Council with a recommendation to approve the ordinance; and,

WHEREAS, on December 10, 2007 the City Council met in a study session to review the Planning Commissions findings and to discuss the issues related to the proposal; and,

WHEREAS, On December 10, 2007 the City Council held a public meeting to further review and discuss the record and, subsequently, voted to approve the proposed amendments;

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLAINE as follows:

SECTION 1: The Following **Findings of Fact** are hereby adopted:

1. The City has complied with all administrative and notification requirements under state and local regulations.
2. The City of Blaine Comprehensive Plan directs the Planning Commission to review Title 17 and develop appropriate revisions as necessary.
3. Title 17 requires ongoing updates to increase administrative efficiency, consistency with state laws and clarity. The proposed amendments will result in a better constructed land use code that is internally consistent and compliant with state and federal land use law.
4. The proposed amendments in Exhibit A will assist staff, the Planning Commission and City Council with the interpretation of the land use code.
5. The amendments contained in Exhibit B will facilitate growth and development that physically manifests the goals and direction of the State Growth Management Act and

the City of Blaine Comprehensive Plan.

6. The revisions contained in Ordinance 07-2673 are in the best interest of the community.

SECTION 2: Title 17 of the Blaine Municipal Code is hereby amended as stipulated in **Exhibit A - Code Scrub Amendments to Title 17.**

SECTION 3: Title 17 of the Blaine Municipal Code is hereby amended as stipulated in **Exhibit B - Substantive Amendments to Title 17.**

SECTION 4: Severability. If any section, subsection, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5: Effective Date. This Ordinance shall be in force from and after passage by the City Council and approval by the Mayor, if approved, as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLAINE, WASHINGTON on the 10th day of December, 2007, and approved by the Mayor.

CITY OF BLAINE, WASHINGTON

Mike Myers
Mayor

ATTEST/AUTHENTICATE:

Sheri Sanchez
City Clerk

Attachment A Code Scrub Amendments to Title 17

PROPOSED TITLE 17 BLANKET AMENDMENTS:

1. With the exception of chapter 17.06, all Blaine Municipal Code designations of “Planning Commission” “board of adjustment” or “board of appeals” or any variations therein shall be amended to read **“review authority.”**

Rationale: Insures future amendments do not conflict with existing language regarding the permit review authority.

2. All Blaine Municipal Code designations of “zones” shall be amended to read **“zoning districts”**.

Rationale: “Zones” which is unclear will be replaced with “zoning districts”.

3. Replace inconsistent language with, or, where no appeal language exists, add the following language to the end of each chapter of Title 17.

Appeals of a final decision shall be submitted pursuant to BMC 17.06.180, Appeals.

Rationale: Refers to the appeals section of Title 17 and eliminates the unnecessary duplication of repeating the appeals procedure at the end of every chapter.

PROPOSED AMENDMENTS TO CHAPTER 17.06 PROJECT REVIEW AND APPROVAL PROCEDURES

17.06.030 Exemptions.

A. (no change)

B. (no change)

C. Administrative decisions under this section shall be appealable to the hearing examiner consistent with BMC 17.06.180(A).

Rationale: Refers to the appeals section of Title 17 and eliminates the unnecessary duplication of repeating the appeals procedure at the end of every chapter. Consistent with the Blanket amendment 3 listed above.

17.06.070 Receipt of application and determination of completeness.

A. (no change)

B. Determination of Completeness. Within 28 days following receipt of the application, the director shall review the application materials and determine whether the application is complete. An application shall be determined to be complete when the applicant has provided all submittal requirements to the satisfaction of the director.

Rationale: With the new initiative to require a fully complete application before accepting it, staff is often unable to meet the 14 day deadline for making a determination. The only alternative under this condition is to negotiate an extension with the applicant, or issue an incomplete determination or reasons that would otherwise be addressed less formally during the review period. The 28 day timeline is allowed under GMA.

C. (no change)

D. Incomplete Applications. For applications determined to be incomplete, the following applies:

1. Pursuant to RCW 36.70B.070 (1), the director shall provide the applicant with written notice either by U.S. postal service or by hand delivery that the application was determined to be incomplete. The notice shall be postmarked or hand delivered no later than 28 days from the date the application was received. The notice shall include a description of the information or items that are needed to complete the application;

E. (no change)

F. (no change)

G. Pursuant to RCW 36.70B.070(4)(a), a project permit application shall be deemed complete under this section if the director does not provide a written determination to the applicant that the application is incomplete within 28 days from the date of submittal as required in this section.

Rationale: This change would make the BMC consistent with Washington State Law regarding receipt of applications and determination of completeness. Additionally this would allow for the necessary time to review large proposals that typically consist of several binders of material. Allowing staff enough time to conduct a thorough review of completeness is essential when this process vests a project for 5 years.

17.06.090 Land use decision time periods.

A thru D (no change)

Renumber current F. to E. *Rationale: PC change to eliminate automatic approval. Not required under GMA. Both staff and legal council support change.*

17.06.100 Notice of application requirements.

A. The director shall insure that a notice of application is published or posted for each of the land use decision types in accordance with this section. The applicant shall post notice of application and meet other notification requirements as determined by director.

Rationale: Allows the Director to transfer legal responsibility to the applicant. Potentially the Director could require notice publications in the Bellingham Herald to be completed and paid for by the applicant. Currently the City pays for these and they can cost hundreds of dollars per notice and some projects require multiple public notices. Additionally, the time consuming task of posting the project site with public notices could be shifted to the applicant.

B. (no change)

C. (no change)

D. Type II Applications. A notice of application for Type II project permit applications shall be provided through publication, mailing, and posting of the subject property. A notice of application shall contain the following information:

(No change to remainder of D)

Rationale: Allows the Director to transfer legal responsibility to the applicant which would be consistent with sub-section A above.

PROPOSED AMENDMENTS TO CHAPTER 17.10 Zoning Districts and Map

Sections:

17.10.010 Zoning districts established.

17.10.020 Recording of boundaries.

17.10.030 Official zoning district map.

17.10.010 Zoning districts established.

In order to regulate uses of land, buildings and structures in conformance with the policies of the Blaine comprehensive land use plan, the city is divided into the following zoning districts:

AP	Airport
M	Manufacturing
MPR	Marine planned recreation
CB	Central business
CB-M	Market
CB-W	Wharf
CB-T	Transition
HC	Highway commercial
R/O	Residential/office
RH	Residential high-density
RM	Residential medium-density
SF-2	Single Family-attached
SF-1	Single Family-detached (9-12)
RL	Residential low-density
RPR	Residential planned recreation
PR	Planned residential
PC	Planned commercial
PUB	Public
AO	Adult entertainment (overlay)

17.10.020 Recording of boundaries.

Boundaries of the land use zoning districts referred to in BMC 17.10.010 shall be determined and defined, or redefined from time to time, by adoption of amendments (rezones) to the zoning ordinance, by a map or maps showing the geographical area and location of the zoning districts. The map or maps shall be filed with the city clerk and be permanently displayed at a location available to the public. Each zoning district map shall be, upon final adoption, a part of this title and the ordinance codified herein.

17.10.030 Official zoning district map.

This division consists of the text hereof and official zoning district map signed by the mayor and city clerk. The original map is to bear the same date as the ordinance codified in this division. Subsequent amendments, dates and changes shall be listed on a duplicate copy of the original zoning district map. The zoning district map has been examined in detail and approved by the city council after having been recommended by the planning commission and is adopted as a part of this title. If any conflict arises between the map and the text of this title, the text shall prevail.

Rationale: Removes repealed zoning language and references current zoning districts. Also removes the reference of "zones" and replaces with zoning districts.

PROPOSED AMENDMENTS TO CHAPTER 17.22 CENTRAL BUSINESS DISTRICT (CB)

17.22.010 Purpose and intent.

A. CB – Market district. The CB – Market district is intended to concentrate retail stores, offices, financial institutions, service and eating and drinking establishments, recreation facilities, and other similar facilities in a centrally located, pedestrian-oriented area with strong small town flavor and a historic design characteristic. With a mix of residential units located above streetfront shops, the **CB–Market** district will serve citizens and visitors with a selection of goods and services. The regulations for this district are designed to encourage the grouping and development of complementary and related businesses and services, and to discourage development or activities, which can:

1. Disrupt pedestrian/shopper circulation patterns;
2. Create pedestrian or vehicular safety hazards;
3. Diminish the attraction of this district as the retail trade center;
4. Preempt use of significant portions of first-floor store frontage for retail trade.

Rationale: Clarifies intent of CB-Market district with the addition specific language allowing residential uses above the first floor.

(No change to the remainder of this section)

17.22.030 Uses and facilities that are allowed in the Central Business District.

A mix of urban residences with pedestrian-oriented retail stores, offices, financial institutions, service and eating and drinking establishments, recreation facilities, and other similar uses and facilities are allowed upon receiving a notification of compliance from the director.

Rationale: Clarifies the intent with the inclusion of the residential uses referred to in 17.22.010 Purpose and Intent.

PROPOSED AMENDMENTS TO CHAPTER 17.31 SINGLE FAMILY-2

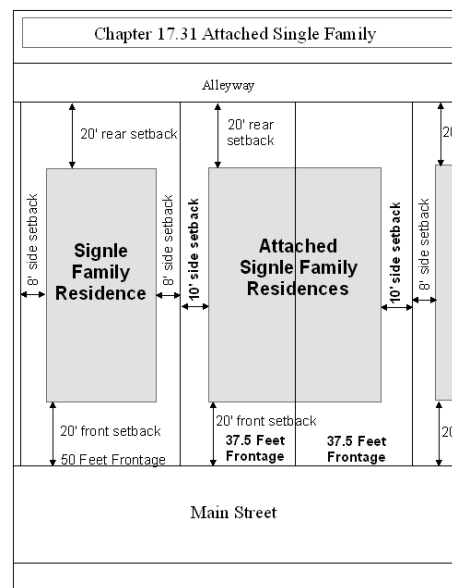
17.31.060 Setbacks. (no change in text)

Setbacks for dwellings in this zone are:

- A. Front: 20 feet;
- B. Rear: 20 feet;
- C. Side:
 1. Detached single-family units – eight feet;
 2. Attached single-family units – 10 feet on yard side and zero feet on the common side;
- D. For special setback requirements on corner lots, see Chapter 17.130 BMC. For setbacks for detached accessory structures, see Chapter 17.104 BMC.

Change: new graphic replaces incorrect one.

Rationale: Provides a new graphic which accurately represents setbacks.



PROPOSED AMENDMENTS TO CHAPTER 17.122 SIGNS

17.122.040 Prohibited signs.

(No change A to G)

H. Signs that are structurally unsafe, or improperly maintained, or otherwise in violation of the International Building Code (IBC).

17.122.050 General sign requirements.

F. Sign Face Changes. Changes to sign faces do not require a permit, except as required by the International Building Code, or as otherwise required in this chapter, provided the change does not alter the size, structure or design characteristics of the sign.

17.122.060 Permanent signs allowed without a permit review.

(no text change)

Zoning District	Use	Area	Height	Setback
RL, RM, RH, PR, R/O, SF-1, SF-2, HC, PC, AP, M	Historic site markers and gravestones	Unrestricted	Unrestricted	Unrestricted
	Signs required by law	Unrestricted	Unrestricted	Unrestricted
	Plaques, tablets or inscriptions	4 sq. ft.	Wall only	NA
	Incidental signs	2 sq. ft.	4 ft.*	10 ft.
	Government flags	20 sq. ft.	40 ft.	10 ft.
	Commercial flags	20 sq. ft.	40 ft.	10 ft.
	Home occupation signs	2 sq. ft.	None	Wall
	Religious symbols	Unrestricted	Attached	NA
CB, PUB	See sign ordinance supplement.			
RPR, MPR	See planned zone master plan.			

17.122.070 Temporary signs allowed without a permit review.

(no text change)

Zone	Use	Area	Height	Setback
RL, RM, RH, PR, R/O, SF-1, SF-2, HC, PC, AP, M	Private advertising signs	Unrestricted	Unrestricted	Unrestricted
	Opening, closing, moving displays	Unrestricted	Unrestricted	Unrestricted
	Construction signs	32 sq. ft.*	10 ft.	10 ft.
	Political signs	32 sq. ft.*	10 ft.	10 ft.
	Real estate signs	32 sq. ft.*	10 ft.	10 ft.
	Community event signs	Unrestricted	Unrestricted	Unrestricted
CB, PUB	See sign ordinance supplement.			
RPR, MPR	See planned zone master plan.			

* Each side

17.122.110 Projecting signs.

(no text change)

Zoning District	Use	Area	Projecting
RL, RM, RH, SF-1, SF-2, PR	Residential subdivision	Prohibited	Prohibited

	Individual residence	Prohibited	Prohibited
	Church and institutional	Prohibited	Prohibited
R/O	All uses	5 sq. ft.	5 ft.
M, AP	All uses	25 sq. ft.	5 ft.
HC, PC	All uses	25 sq. ft.	5 ft.
CB, PUB	See sign ordinance supplement.		
RPR, MPR	See planned zone master plan.		

17.122.130 Wall and window signs.

(no text change)

Zoning District	Use	Area	Height
RL, RM, RH, SF-1, SF-2, PR	Home occupation sign	2 sq. ft.	Not above wall
R/O	All uses	16 sq. ft.	Not above wall
M, AP	All uses	100 sq. ft.	Not above wall
HC, PC	All uses	200 sq. ft.	Not above wall /25 ft. in HCc
CB, PUB	See sign ordinance supplement.		
RPR, MPR	See planned zone master plan.		

HCc Change Rationale: this district is located on I-5 interchange 276 with 25' height for freestanding signs. With an increase in building height to 45 feet, the potential for the proliferation of wall mounted signs as high as the 45 feet building height is also increased. The 25' sign limit should allow the buildings to be the dominant architectural feature in this district.

17.122.150 Freestanding signs for commercial and manufacturing uses.

(no text change)

Zoning District	Use	Area	Height	Setback
RL, RM, RH, SF-1, SF-2, PR	See BMC <u>17.122.160</u> , Residential and institutional signs.			
R/O	All uses	12 sq. ft.	15 ft.	10 ft.
M, AP	Single	32 sq. ft.	25 ft.	10 ft.
	Group	64 sq. ft.	25 ft.	10 ft.
HC, PC	Single	32 sq. ft.	25 ft.	15 ft. /10 ft. HCc
	Group	64 sq. ft.	25 ft.	15 ft. /10 ft. HCc
CB, PUB	See sign ordinance supplement.			
RPR, MPR	See planned zone master plan.			

17.122.160 Residential and institutional signs.

(no text change)

Zoning District	Use	Area	Height	Setback
RL, RM, RH, PR, SF-1, SF-2,	Residential subdivision	16 sq.	6 ft.*	10 ft.

R/O	identification	ft.		
	Individual residence	2 sq. ft.	4 ft.*	10 ft.
	Apartment group	16 sq. ft.	4 ft.*	10 ft.
	Nursing home	16 sq. ft.	6 ft.*	10 ft.
	Day care facility	4 sq. ft.	4 ft.*	10 ft.
	Church	16 sq. ft.	6 ft.*	10 ft.
	Other (conditional uses)	PC	PC	PC
CB, PUB	See sign ordinance supplement.			
RPR, MPR	See planned zone master plan.			

17.122.170 Portable signs.

Portable signs such as A-frame or sandwich board signs are allowed within the manufacturing, airport, public and commercial zones as indicated below, provided:

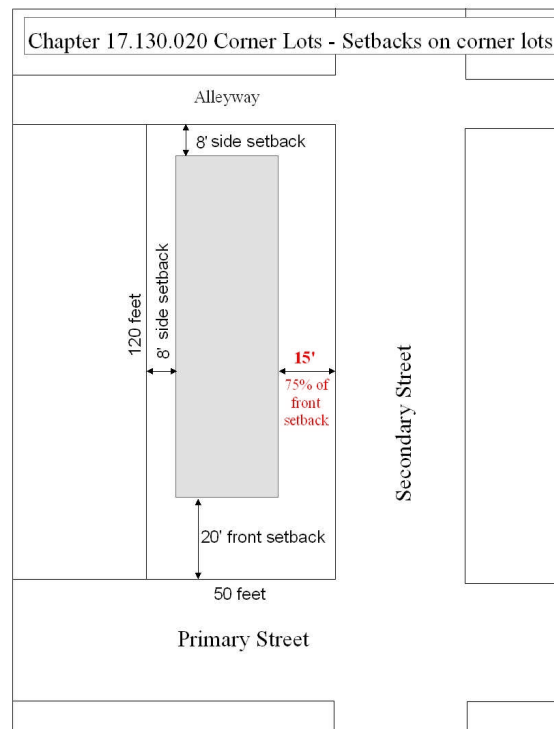
Zoning District	Use	Area	Height	Setback
RL, RM, RH, SF-1, SF-2, PR, R/O	All	Prohibited	Prohibited	Prohibited
M, AP	All	16 sq. ft.*	4 ft.	0 ft.
HC, PC	All	16 sq. ft.*	4 ft.	0 ft.
CB, PUB	All	See sign ordinance supplement.		
RPR, MPR	All	See planned zone master plan.		

Rationale: To update this section of the code to be consistent with the rest of Title 17.

PROPOSED AMENDMENTS TO CHAPTER 17.130 CORNER LOTS

17.130.020 Setback on corner lots.

Replace existing graphic with the following graphic:



Rationale: New graphic that more accurately shows corner setbacks.

PROPOSED AMENDMENTS TO CHAPTER 17.134

Delete the following Chapter:

Rationale: Confusing language and belongs in definition chapter. Reworded the language and moved it to the definition chapter.

PROPOSED AMENDMENTS TO CHAPTER 17.140 OUTDOOR PARKING AND OUTDOOR STORAGE LIMITATIONS

17.140.080 Outdoor parking and outdoor storage limitations.

A. Purpose. The purpose of this section is to establish a standard of use and safety for the outdoor storage and parking of vehicles, recreational vehicles and materials that are accessory to a residence. The intent of this section is to protect public safety and to conserve the value and quality of residential property in the city of Blaine. This section shall only apply to all residentially zoned property in the city of Blaine.

D. Use of Recreational Vehicles on Residential Lots. Recreational vehicles shall not be used for living, sleeping, or housekeeping purposes, except for occasional short-term electrical connection for maintenance, travel preparation, or overnight use by family members or friends for a period of not more than 30 days in any calendar year.

Rationale: Old regulation would allow 13 consecutive days of use, then 1 day off, then 13 consecutive days of use and so on. Proposed regulation would allow only 30 days of use in a year.

PROPOSED AMENDMENTS TO CHAPTER 17.142 DEFINITIONS

17.142.067 AVERAGE GRADE LEVEL

“Average grade level” means the average of the natural or existing topography of the portion of the lot, parcel, or tract of real property which will be directly under the proposed building or structure. Calculation of the average grade level shall be made by averaging the elevations at the center of all exterior walls of the proposed building or structure.

Rationale: This new definition describes the average grade level and provides a method for calculation. This also would provide a more practical method than currently used for determining building height, especially on sloped properties abutting multiple City streets.

17.142.100 Building Height

“Height” is measured from average grade level to the highest point of a structure; provided that television antennas, chimneys, and similar appurtenances shall not be used in calculating height.

Rationale: New definition taken from the Shoreline Master Plan (state mandated).

Rationale: Eliminates unnecessary duplication.

17.142.245 Front yard.

“Front yard” means an open space extending across the full width of the lot between a building and the front lot line. , The depth of the front yard shall be measured perpendicular from the front lot line horizontally to the closest point of the building. For the purposes of determining yard requirements on corner lots and through lots, the front yard shall be located consistent with the frontal orientation of the structure as determined by the director.

Rationale: Amends the definition to increase consistency among all “yard” definitions and to address corner lots. Also gives the director flexibility to determine the front of corner lots when unclear.

Rationale: Delete this definition. All zoning district regulations refer to lot width which is defined in 17.142.345 Lot measurements.

17.142.345 Lot measurements.

A. “Depth” of a lot shall be considered to be the distance between the midpoints of straight lines connecting the foremost points of the side lot lines in front and the rearmost points of the side lot lines in the rear.

B. “Width” of a lot shall be considered to be the distance between straight lines connecting front and rear lot lines at each side of the lot. In the absence of straight and parallel lines, a measurement of lot width shall be taken as the average lot width between the front and rear yard setbacks.

C. For irregularly shaped lots, the administrator shall determine lot measurements from such points as are most consistent with the purpose and intent of this title. (Ord. 2554 § 3, 2003)

Rationale: Provides a more specific method to calculate lot width for irregular lots.

17.142.505 Setback requirements.

“Setback requirements” means the distance that buildings or uses must be separated from their lot lines. (Ord. 2554 § 3, 2003)

Rationale: Replaces removed with separated.

17.142.525 Side yard.

“Side yard” means an open space extending from the front yard to the rear yard between a building and the side lot line. The width of the side yard shall be measured perpendicular from the side lot line horizontally to the closest point of the building.

Rationale: consistency and clarity

17.142.475 Rear yard.

"Rear yard" means an open space extending across the full width of the lot between the principal building and the rear lot line. The depth of the rear yard shall be measured perpendicular from the rear lot line horizontally to the closest point of the building.

Rationale: consistency and clarity.

Attachment B Significant Amendments to Title 17

PROPOSED AMENDMENTS TO CHAPTER 17.24 HIGHWAY COMMERCIAL DISTRICT

17.24.010 Purpose.

Highway commercial (HC) zones are designed to provide for establishments offering accommodations or services to motorists, and to provide for non-pedestrian-oriented retail, wholesale, service and repair activities which do not contribute to the creation of unattractive, congested and unsafe highway conditions.

Certain of the highway commercial zones have use restrictions not applicable to all zones. These subzones are noted in BMC [17.24.020](#) and include:

Subzone A. Purpose is to provide for establishments offering accommodations or services to motorists, and to provide for non-pedestrian-oriented retail, wholesale, service and repair activities.

Subzone B. Purpose is to provide for businesses that depend upon a border location.

Subzone C. Purpose is to provide for businesses and services that support the central business district. This district is intended to service highway motorists, the auto-oriented demand from the Central Business (CB) district and adjacent residential neighbors, including those in this district. The height, density and minimum setbacks are intended to encourage accessible and affordable housing in an urban environment. As such, this district should include pedestrian amenities and routes that facilitate safe passage to adjacent residential neighborhoods, the Peace Arch Park, and the CB-Market and Wharf districts. While not a part of the CB district, its character and function should be complementary to the CB district with little impact on the low density neighbors to the south and east.

Rationale: Staff has reviewed and discussed this concept with both the City Council and during previous public meetings. The HCc district in its present form is underutilized with limitations that preclude the potential for future commercial and residential development. Setbacks severely reduce efficient use of lots in this district and the 35' height restriction does not allow potential low to medium income residents to take advantage of the tremendous views that would otherwise be enjoyed even with a 10-foot height increase. Reasonably priced residential units in this area increases the necessary average urban density under the Growth Management Act and functionally allows affordable pedestrian access to the CB-Market and Wharf districts.

Subzone D. Purpose is to provide for business and services in a residential traditional area.

17.24.020 Permitted uses.

Uses allowable in the highway commercial zone vary within each of the four subzones, and therefore permitted uses are defined in general terms:

A. Subzone A. Uses allowable in this subzone are too extensive to enumerate; therefore, permitted uses are defined in general terms:

1. Overnight accommodations, eating and drinking and entertainment establishments;
2. Other commercial services, including auto-oriented services such as car washes, truck and auto repair, recreational vehicle support and services, machinery, and gas stations;
3. Retail and wholesale goods sales and service;
4. Offices, and related business activity;

6. I Day care centers and nursing or convalescent homes;
7. Other commercial and service uses of similar or less impact upon the zone than uses defined above in this section, such as car washes, veterinary clinics, laundromats, produce sales, plant nurseries, etc.

B. Subzone B.

1. Retail and wholesale goods, sales and service such as duty-free stores;
2. Offices such as brokerage houses;
3. Warehouses such as bonded warehouses;
4. Governmental facilities;
5. Other uses approved by the planning commission demonstrated to be directly dependent on a border location.

C. Subzone C.

1. Overnight accommodations, eating and drinking establishments;
2. Other commercial services , including auto-oriented services such as car washes and gas stations; (*corrects a scribers error that excluded gas stations.*)
3. Bus terminals;
4. Governmental facilities;
5. Day care centers, nursing or convalescent homes and health care facilities;
6. Retail sales and service such as duty-free stores.
7. Offices and related business activity;
8. Residential units above the first floor.

Rationale: A conditional use permit should not be necessary for the approval of day care centers, office space and residences (above the 1st floor). Normal site plan and plans review should be adequate to insure compliance with the code.

D. Subzone D.

1. Offices and related business activity;
2. Restaurants;
3. High density residential development when consistent with Chapter 17.28 Residential High Density zoning district and related provisions;

Rationale: The consistency reference to chapter 17.28 forces compliance with the requirements of the City's high density residential zoning distict. This was included because residential units are allowed on the first floor and a higher density with corresponding dimensional regs should be encouraged if residential development is going to replace land primarily intended for commercial uses.

4. Day care centers, nursing or convalescent homes and health care facilities;;
5. Overnight accommodations.

Rationale: Chapter 17.46 limits all sexually related business to the overlay district. Flea markets by definition would include weekly farmer, fish or art and craft markets; something that the most communities now encourage.

17.24.030 Accessory uses.

Accessory uses in the highway commercial zone are as follows:

A. Subzone A – Peace Portal.

1. Dwelling units in conjunction with and accessory to the permitted use;
2. Uses customarily incidental to the permitted use;

Rationale: Primary residences are multifamily units in an auto-oriented commercial/light industrial district. Small day care services are not compatible with the district (see definitions in Title 17).

B. Subzone B – Border.

1. Uses customarily incidental to the permitted use;

Rationale: Correcting an old error - Primary residences are not allowed. Therefore these uses, which are dependent upon a residence, can't be allowed.

C. Subzone C – Central Business Support.

1. Dwelling units in conjunction with and accessory to the permitted use;
2. Uses customarily incidental to the permitted use;
3. Family day care homes, adult day cares and adult family care facilities.

17.24.040 Conditional uses.

Conditional uses in the highway commercial zone are as follows:

A. Subzone A – Peace Portal.

1. Manufacturing or assembly operations of small scale, not to exceed 5,000 square feet of floor space;
2. High-density residential development when consistent with Chapter 17.28 Residential High Density zoning district and related provisions;

B. Subzone B – Border.

1. Manufacturing or assembly operations of small scale, not to exceed 5,000 square feet of floor space;

C. Subzone C – Central Business Support.

Note: moved to permitted uses above.

1. Up to a 50 percent reduction in right-of-way setbacks and/or increases in land coverage up to 90 percent, provided it can be demonstrated that adjacent property owners are not adversely impacted, and the lot is not located adjacent to permanent residential dwelling units.

D. Major development as defined in BMC [17.142.353](#) in all subzones.

17.24.050 Lot size.

No minimum lot size is required in the highway commercial zone..

Rationale: With specific language in permitted and conditional uses, this language is not necessary.

17.24.060 Setbacks, land coverage, building height and lot width.

	A	B	C	D
Front yard setbacks – R.O.W. (Alleys not included)				
Buildings	15'	15'	15'	20'
Parking	20'	15'	15'	20'
Merchandise display	20'	15'	15'	20'
Side and rear yard setbacks –				
Adjacent residential	10'	10'	10'	10'

Adjacent Nonresidential	10'	0'	5'	10'
Land coverage	60%	60%	80%	50%
Building height	35'	35'	45'	35'
Lot width	50'	50'	50'	50'

Rationale: As indicated above, the HCc district, in its present form, is underutilized with site limitations that preclude the potential for future commercial and residential development. Setbacks severely reduce efficient use of lots in this district and the 35' height restriction does not allow potential low to medium income residents to take advantage of the tremendous views that would otherwise be enjoyed even with a 10 height increase. Reasonably priced residential units in this area increases necessary average urban density, as directed, under the growth Management Act, and functionally allows affordable pedestrian access to the Market and Wharf Districts.

17.24.070 Off-street parking.

Parking shall be required in the highway commercial zone in accordance with specifications outlined in Chapter [17.124](#) BMC.

17.24.080 Signs.

See Chapter [17.122](#) BMC et seq.

17.24.90 Access.

A. Where feasible, access to uses is to be limited and common driveways delineated through use of rolled-on vertical curbs. Traffic shall not be allowed to back into highways or collector streets. For those use areas projected to generate high volumes of traffic, acceleration, deceleration and left-turn lanes may be required. New construction and remodeling of existing structures exceeding 50 percent of assessed value shall install street improvements including curbs, gutters (with related drainage), sidewalks, landscaping and street widening, turning movements or intersection improvements required by the city engineer.

Rationale: Probably a scribner's error.

B. In Subzone D, no commercial access will be allowed from streets abutting a residential zone.

17.24.100 Screening. *No change*

17.24.110 Landscaping.

A. Subzone HCa, HCb, HCd. Landscaping shall be installed pursuant to Chapter 17.126 BMC.

B. Subzone HCc.

Intent: The streetscape in this district should be planned and coordinated to enhance and define the aesthetic character of the district, provide for safe pedestrian circulation, and to reduce the concentration of lighting and noise that will be generated in this auto-oriented district. To this end, careful site planning should be applied and reviewed prior to final building permit approval.

1. In addition to achieving compliance with Chapter 17.126, all development in the Highway Commercial - Subzone c (HCc) district shall include street trees on all property boundaries abutting street rights-of-way. Red Maple varieties shall be the preferred species unless a compatible tree species is determined to more effectively enhance and integrate the aesthetic character of the district.

2. A continuous hedge shall be planted between each street tree and maintained at a minimum height of three (3) feet to intercept lighting, reduce off site impacts and to visually enhance and integrate the district's appearance.

Rationale: The use changes in the HCc district encourage a wide mix of uses that are compatible with the auto-oriented uses that will most probably dominate the street level. Careful planning should take place as this district grows to minimize the impacts to residences, businesses and pedestrians that will share the streetscape and inhabit the spaces above the street level.

PROPOSED AMENDMENTS TO CHAPTER 17.26. RESIDENTIAL OFFICE (R/O) ZONE

17.26.010 Purpose.

The residential/office (R/O) zone is intended to accommodate a mix of multi-family residential buildings and office space that architecturally reflect the historic character of this area. Because this district fronts Peace Portal Drive, a gateway street into the downtown commercial center, these buildings should visually enhance this route.

17.26.020 Permitted uses.

Permitted uses in the Residential/Office zoning district are:

- A. Single-family dwellings;
- B. Office space under 1,000 square feet that blends with the historic residential character of the surrounding neighborhood, and results in minimal impact to, the adjacent neighborhoods.

17.26.030 Accessory uses.

- A. Accessory uses in the Residential/Office zoning district are garages, swimming pools, storage and other uses customarily incidental to the permitted use.
- B. Family day care homes and adult family care facilities.

17.26.040 Conditional uses.

- A. Nursing homes.
- B. Day care centers.
- C. Major development as defined in BMC 17.142.353.
- D. Multifamily dwellings.
- E. Office space 1,000 square feet or greater, provided only sales of incidental merchandise are allowed, and the facility blends with the residential character of the district and has a minimal impact on the adjacent neighborhoods.

17.26.050 Minimum lot size and maximum density.

- A. Minimum lot size in the Residential/Office zoning district is 6,000 square feet.
- B. Maximum density is 24 units per acre.

Rationale: Establishes a clear minimum lot size and removes the language the 2,200 additional square feet requirement per residential unit which is inconsistent with maximum density.

17.26.060 Setbacks

- A. Setbacks in the Residential/Office zoning district are:
 1. Front, 20 feet;
 2. Rear, 20 feet;

3. Side, eight feet on each side on lots up to 50 feet of frontage. Twelve feet on lots from 51 to 75 feet of frontage. Lots over 75 feet of frontage shall have 16-foot side yard setbacks.

Rationale: Corrects a scribe's error defining side yard setbacks.

17.26.070 Land coverage.

Maximum land coverage in the Residential/Office zoning districting district is 60 percent.

17.26.080 Height limit.

The height limit in the Residential/Office zoning districting district is 35 feet.

17.26.090 Lot width.

Minimum lot width Residential/Office zoning districtis 50 feet.

17.26.100 Off-street parking.

A. Off-street parking shall be provided in the Residential/Office zoning district in accordance with specifications in Chapter [17.124](#) BMC.

B. Parking along Peace Portal Drive is restricted.

C. Parking shall be located in such a manner that access is gained from side streets and single-family housing in the SF districts are minimally impacted by associated traffic.

17.26.110 Screening.

In addition to those landscape requirements in Chapter [17.126](#) BMC, at those locations in the Residential/Office zoning district where an office use is proposed on a lot or lots which abut or are across an alley from residential units, a site-obscuring buffer is required. This buffer area shall be a minimum of six feet wide and consist of vegetation and fencing (if necessary) which shall be a minimum of six feet high at the time of installation. A minimum of one tree per 80 square feet of buffer area shall be required.

17.26.120 Impact to adjacent residential housing.

A. Light shall not trespass on adjacent properties nor result in glare to adjacent residential occupants.

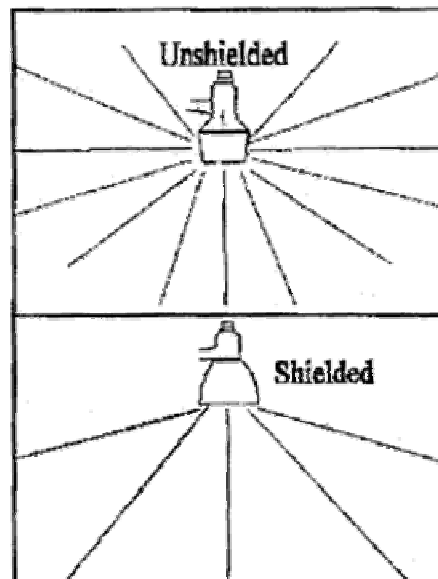
B. Outdoor lights shall be shielded so that the direct light from the fixture is directed downward and does not cross property lines as indicated in this illustration.

17.26.130 Site design

A. Front yards/ entrances.

1. Where feasible, when lots abut Peace Portal Drive, primary use structures shall be fronted on and oriented towards Peace Portal Drive.
2. Front yards shall be designed to function as usable outdoor space and provide a clear, welcoming, and safe entry for pedestrians from the public sidewalk and streets.
3. Landscaping shall screen outdoor storage areas and dumpsters.

B. Location of garages.



1. Where feasible, garages shall be located away from the street frontage of the primary building.
2. Garage doors and automobiles shall not dominate front yards.
3. Garages shall be subordinate to the primary building with similar design and materials.

Rationale: Some of the R/O zoning district is currently subject to the design guidelines but the guidelines do not fit. They were replaced with the site design standards and applied uniformly to the entire district.

PROPOSED AMENDMENTS TO CHAPTER 17.48 PLANNED UNIT DEVELOPMENT

17.48.010 Purpose.

The zone map adopted as a part of this division establishes zone boundaries, and this establishes the permitted uses of land in the various zones. The conditions and requirements set forth in this division are general and designed to apply to individual lots and minimum area of parcels. A planned unit development (PUD), as the term is used in this division, is a flexible permit review process and has the following purposes:

Rationale: While municipalities differ in their approach, with the present zoning system in place it is much more direct and clear to characterize the PUD as a flexible permit review process and not dive into the unnecessary discussions as to whether it is legislative or quasi-judicial.

- A. To permit greater flexibility and consequently more creative and imaginative design for the development of residential and business uses than is generally possible under conventional zoning regulations;
- B. To promote more economical and efficient use of the land while providing a harmonious variety of housing choices, a higher level of city attractiveness and quality, and preservation of scenic open space;
- C. To correlate the intentions of this division and other ordinances of the city to encourage developments which will provide a desirable and stable environment in harmony with that of the surrounding area.

17.48.020 Minimum size.

A. The minimum size of planned unit development projects is as follows:

Type of PUD	Minimum Area (acres)
Residential	3
Commercial	5
Residential/Commercial	10

B. Minimum size for any type of PUD may be waived on written recommendation of the director where PUD flexibility will make possible the preservation of wetlands or other critical areas as required by city regulation, or where, in the opinion of the director, the project will result in a

development that exceeds existing standards and is more consistent with the goals and direction in the City's Comprehensive Plan.

Rationale: Includes language which would allow the director to waive the minimum area required to initiate the PUD process if a proposal exceeds existing development standards.

17.48.030 Permitted uses.

Any uses permitted outright or as a conditional use in the zone where the planned unit development is located shall be permitted in a PUD, subject to the criteria established in this chapter. No use shall be permitted except in conformity with a specific and precise final development plan pursuant to the procedural and regulatory provisions of this chapter.

Rationale: Removes the duplex and multi-family PUD option in zoning districts that don't allow them.

New Section

17.48.080 Preliminary PUD Approval Criteria *(renumber remaining chapter numbers)*

The review authority shall establish that a preliminary PUD has met the following criteria prior to approval of the proposal:

1. Superior Design: The PUD represents a more creative approach to the unified planning of development and incorporates a higher standard of integrated design and amenity than could be achieved under otherwise applicable zoning district and subdivision regulations, and solely on this basis modifications to the use and design standards established by such regulations are warranted.
2. Meets PUD Requirements: The PUD meets the requirements for Planned Unit Developments set forth in this chapter and no modifications to the use and design standards otherwise applicable are allowed other than those permitted herein.
3. Consistent with Comprehensive Plan: The PUD is generally consistent with the objectives of the City Comprehensive Plan as viewed in light of any changed conditions since its adoption.
4. Public Welfare: The PUD will not be detrimental to the public health, safety, morals, or general welfare.
5. Compatible with Environs: Neither the PUD nor any portion thereof will be injurious to the use and enjoyment of other properties in its vicinity, substantially impair property values or environmental quality in the neighborhood, nor impede the orderly development of surrounding property.
6. Natural Features: The design of the PUD is as consistent as practical with the preservation of natural features of the site such as flood plains, wooded areas, steep slopes, natural drainage ways, or other areas of sensitive or valuable environmental character.
7. Circulation: Streets, sidewalks, pedestrian ways, bicycle paths, off-street parking, and off-street loading as appropriate to the planned land uses are provided. They are adequate in location, size, capacity, and design to ensure safe and efficient circulation of automobiles, trucks, bicycles, pedestrians, fire trucks, garbage trucks, and snow plows as appropriate without blocking traffic, creating unnecessary pedestrian-vehicular conflict, creating unnecessary through traffic within the PUD, or unduly interfering with the safety or capacity of adjacent streets.
8. Open Space and Landscaping: The quality and quantity of public and common open spaces and landscaping provided are consistent with the higher standards of design and

amenity required of a PUD. The size, shape, and location of a substantial portion of total public and common open space provided in residential areas render it useable for recreation purposes.

- a. Open space between all buildings is adequate to allow for light and air, access by fire fighting equipment, and for privacy where walls have windows, terraces, or adjacent patios. Open space along the perimeter of the development is sufficient to protect existing and permitted future uses of adjacent property from adverse effects from the development.
9. Covenants: Where individual parcels are to be later sold, adequate provision has been made in the form of deed restrictions, homeowners or condominium associations and bylaws or CC&Rs, for the preservation and maintenance of any open spaces, thoroughfares, utilities, water retention or detention areas, and other common elements not to be dedicated to the City or another public body, including such control of the use and exterior design of individual structures, if any, as is necessary for continuing conformance to the PUD Plan. Such a provision must be binding on all future ownership.
10. Public Services: The land uses, intensities, and phasing of the PUD are consistent with the anticipated ability of the City, the school districts, and other public bodies to provide and economically support police and fire protection, water supply, sewage disposal, schools, and other public facilities and services without placing undue burden on existing residents and businesses.
11. Phasing: Each development phase of the PUD shall, together with any phases that preceded it, exist as an independent unit that meets all of the foregoing criteria and all other applicable regulations herein even if no subsequent phase should ever be completed. The provision and improvement of public or common area improvements, open spaces, and amenities--or the provision of financial sureties guaranteeing their improvement--is phased generally proportionate to the phasing of the number of dwelling units or amount of non-residential floor area.

Rationale: The present PUD chapter does not have clear and concise criteria for preliminary PUD approval.

(The remaining language in this chapter 17.48 is unchanged)

Appendix A deleted.

Rationale: Helpful, but not regulatory.

PROPOSED AMENDMENTS TO CHAPTER 17.128. FENCES, WALLS AND HEDGES

17.128.010 Fences, walls and hedges.

A. Residences.

1. In any residential district, a wall, fence, shrub or hedge may be maintained to a maximum height of four feet in any required front yard setback that abuts a street right-of-way.
2. All vision clearance requirements shall be maintained.
3. Maximum fence height in any side or rear yard shall be six (6).

4. Unless otherwise administratively approved, fencing and hedges shall not be located within two (2) feet of a sidewalk or within 5 feet of a curb.
- B. Commercial.
 1. Maximum fence height in any yard shall be six (6) feet.
 2. Fencing shall not obstruct consumer visibility from another business.
- C. Central Business District.
 1. Maximum fence height in any yard shall be a maximum of four (4) feet in any area with designated pedestrian public access unless approved by variance.
 2. Maximum fence height in any yard shall be a maximum of six (6) feet unless approved by variance
- D. Minimum outdoor dining enclosures on the ground floor shall be 32" in height provided they meet the IBC code requirements.

Rationale: Reduces fence height and creates a sidewalk setback for residential fences. Includes commercial and Central Business fence regulations and allows for reduced outdoor dining enclosures.

PROPOSED AMENDMENTS TO CHAPTER 17.138 ARCHITECTURAL PROJECTIONS INTO YARDS

17.138.060 Architectural projections into yards.

- B. Uncovered and unenclosed ground-story decks less than 30 inches above grade may project into a required yard a maximum of 50 percent of the required yard.
- C. Covered porches that extend from the ground floor level of a single family or duplex residence may project into a required front yard setback a maximum of 10 feet.
- D. When abutting the two street right-of-ways of a corner lot, a side yard porch may project into a required yard setback a maximum of 8 feet.
- E. The following conditions must be met before final approval:
 1. The proponent must submit a building permit application containing a site plan prepared by a licensed surveyor, indicating the location of the property boundaries, the setback boundaries, and the location of the proposed porch.
 1. The porch must be unenclosed. Railing or related applications are allowed.
 2. The applicant must demonstrate that the porch will not contribute to additional construction, such as upper story decks, projecting into the regulated setbacks.
 3. The applicant must demonstrate that the porch will not adversely impact adjacent property owners.

Rationale: This allows the use of front setback areas and encourages friendly additions typical in pedestrian-oriented neighborhoods.

PROPOSED AMENDMENTS TO CHAPTER 17.142 DEFINITIONS

Add the following definition:
17.142.263 Health care facility.

“Health care facility” means a facility or institution, whether public or private, principally engaged in providing services for health maintenance and the treatment of mental or physical conditions.

This use was added to the uses allowed in the Highway Commercial zoning district. Added definition to clarify the term.

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: December 10, 2007

SUBJECT: Ordinance 07-2683, Adopting the 2008 Budget

SUBMITTING DEPT: Finance Department

PREPARED BY: Meredith Riley, Finance Director

AGENDA LOCATION: Comments/Communications ☐, Consent ☐, Committee Reports ☐,
Unfinished Business ☒, New Business ☐, Public Hearing ☐, Standing Committees ☐

ATTACHMENTS: Ordinance 07-2683; 2008 Budget worksheets.

SUMMARY/BACKGROUND: The 2008 Budget was reviewed during the Council workshops on November 13 & November 19. The public hearing on the budget was held on November 26. The Council has set the revenues and the expenditures for the 2008 Budget.

The total proposed 2008 Budget for all City Funds is \$46,109,372. This is \$5,984,847 higher than the 2007 Budget of \$40,124,524; an overall increase of 14.9%. This increase is due mainly to the Street Improvement project and the Wastewater Treatment Plant construction project.

During the review of the 2008 Proposed Budget, the General Fund expenditures were reduced by \$147,472, increasing the General Fund Ending Balance to \$172,817 for 2008. The reductions consist of one police officer position not being filled, and over all reductions in all department budgets.

RECOMMENDATION: ☐ Waive 2nd Reading: (Include conditions of approval if applicable)
Staff recommends that City Council approve Ordinance 07-2683.

FISCAL ANALYSIS: The 2008 proposed budget revenues support and balance the 2008 proposed budget expenditures.

REVIEWED BY:
City Manager _____ Finance Director _____ City Clerk _____

COUNCIL ACTION:
☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Assigned to: _____

COUNCIL ACTION: _____

ORDINANCE NO. 07-2683

**AN ORDINANCE ADOPTING THE BUDGET
OF THE CITY OF BLAINE, WASHINGTON
FOR THE FISCAL YEAR 2008**

WHEREAS, pursuant to RCW 35A.33, State Law, requires the City to adopt an annual budget and provides procedures for the filing of estimates, a preliminary budget, deliberations, public hearing, and final fixing of the budget; and

WHEREAS, a Preliminary budget for the fiscal year 2008 has been prepared and filed; public hearings have been held for the purpose of fixing the final budget; and the City Council has deliberated and has made adjustments and changes deemed necessary and proper; and

WHEREAS, the proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property with the City of Blaine for the purposes set forth in this budget, and the estimated expenditures set forth in this budget being all necessary to carry on the government of the City of Blaine for the year 2008, and sufficient to meet the various needs of the City of Blaine during the year 2008,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLAINE, WASHINGTON DOES ORDAIN
THAT THE 2008 BUDGET FOR THE CITY OF BLAINE SHALL BE AS FOLLOWS:

SECTION 1: 2008 BUDGET	<u>Revenues</u>	<u>Expenditures</u>
General Fund	\$ 5,393,151	\$ 5,393,151
Street	\$ 549,810	\$ 549,810
Traffic Impact Fee Reserve	\$ 351,317	\$ 351,317
Park Impact Fee Reserve	\$ 175,689	\$ 175,689
Parks	\$ 89,000	\$ 89,000
Cemetery	\$ 31,613	\$ 31,613
General Fund Reserve	\$ 271,066	\$ 271,066
Equipment Reserve	\$ 81,700	\$ 81,700
Hotel/Motel Fund	\$ 396,883	\$ 396,883
Community Svc/Drug Education	\$ 2,893	\$ 2,893
Criminal Justice Funding	\$ 20,643	\$ 20,643
Law Enforcement Asset Sharing	\$ 34,912	\$ 34,912
Canine Program	\$ 1,289	\$ 1,289
COPS Grant Fund	\$ 917	\$ 917
Street Levy Sinking Fund	\$ 35,104	\$ 35,104
G.O. Bond & WC EDI Redemptions	\$ 805,420	\$ 805,420
LID & CERB Loan Redemptions	\$ 160,883	\$ 160,883
Capital Project Funds	\$22,992,873	\$22,992,873
Electric Fund	\$ 7,087,863	\$ 7,087,863
Electric Revolving Economic Dev. Fund	\$ 50,000	\$ 50,000
Water Fund	\$ 2,068,869	\$ 2,068,869
Wastewater Fund	\$ 3,989,966	\$ 3,989,966
Storm Water Utility Fund	\$ 407,713	\$ 407,713
Airport Fund	\$ 132,842	\$ 132,842
Fleet Maintenance	\$ 66,001	\$ 66,001
Public Works Administration	\$ 754,928	\$ 754,928
Advance Travel Fund	\$ 8,000	\$ 8,000
Trust and Agency Funds	\$ 148,027	\$ 148,027
Total All Funds	<u>\$46,109,372</u>	<u>\$46,109,372</u>

SECTION 2: The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the State Auditor's Office, Municipal Research & Services Center of Washington, and Association of Washington Cities.

SECTION 3: This ordinance shall be in full force and in effect five (5) days after its passage, approval and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLAINE, WASHINGTON AND APPROVED BY THE MAYOR THIS 10th DAY OF DECEMBER 2007.

MIKE MYERS, Mayor

ATTEST:

SHERI SANCHEZ, City Clerk

**CITY OF BLAINE
2008 PROPOSED BUDGET
REVENUES**

		2008 BUDGET	2007 AMENDED BUDGET	% DIFF.
GOVERNMENTAL FUNDS				
001	GENERAL FUND	\$ 5,393,151	\$ 5,596,890	-3.64%
101	STREET	\$ 549,810	\$ 542,165	1.41%
102	TRAFFIC IMPACT FEE RESERVE	\$ 351,317	\$ 355,299	-1.12%
103	PARK IMPACT FEE RESERVE	\$ 175,689	\$ 146,739	19.73%
104	PARKS	\$ 89,000	\$ 156,354	-43.08%
105	CEMETERY	\$ 31,613	\$ 33,472	-5.55%
107	GENERAL FUND RESERVE	\$ 271,066	\$ 221,412	22.43%
108	EQUIPMENT RESERVE	\$ 81,700	\$ 121,700	-32.87%
110	HOTEL/MOTEL FUND	\$ 396,883	\$ 378,795	4.78%
111	HOTEL/MOTEL RESERVE	\$ -	\$ -	0.00%
112	COMMUNITY SVC/DRUG EDUCATION	\$ 2,893	\$ 11,773	-75.43%
113	CRIMINAL JUSTICE FUNDING	\$ 20,643	\$ 49,611	-58.39%
114	LAW ENFORCEMENT ASSET SHARING (LEAS)	\$ 34,912	\$ 67,034	-47.92%
115	CANINE PROGRAM	\$ 1,289	\$ 3,031	-57.46%
116	COPS GRANT FUND	\$ 917	\$ 2,373	-61.35%
118	STREET LEVY SINKING FUND	\$ 35,104	\$ 35,408	-0.86%
	TOTAL GOVERNMENTAL FUNDS	\$ 7,435,988	\$ 7,722,056	-3.70%
DEBT FUNDS				
201	1998 L.T.G.O. BOND FUND	\$ 65,862	\$ 56,855	15.84%
202	2006 WC BOARDWALK EDI LOAN	\$ 50,868	\$ 50,868	0.00%
204	2002 UTGO FIRE STATION BOND	\$ 157,678	\$ 131,621	19.80%
207	1994A LTD TAX G.O. BOND-ANNEX	\$ 19,504	\$ 56,106	-65.24%
208	1996 LTGO BOND-WASTEWATER	\$ -	\$ 142,209	-100.00%
230	LID GUARANTY FUND	\$ 93,000	\$ 27,000	244.44%
236	C.E.R.B. LOAN ODELL ROAD	\$ 67,883	\$ 49,981	35.82%
237	2007 LTGO STREET BOND	\$ 511,508	\$ -	100.00%
	TOTAL DEBT FUNDS	\$ 966,302	\$ 514,640	87.76%
CAPITAL IMPROVEMENT FUNDS				
300	MUNICIPAL CAPITAL IMPROVEMENT	\$ 151,500	\$ 151,500	0.00%
304	PEACE PORTAL BOARDWALK	\$ 22,666	\$ 6,363	256.21%
305	MARINE DRIVE IMPROVEMENTS	\$ 326,363	\$ 668,136	-51.15%
307	GENERAL GOVN CAPITAL IMPROVEMENTS	\$ 354,724	\$ 442,373	-19.81%
308	CAPITAL FACILITIES-GROWTH MANAGEMENT	\$ 260,000	\$ 260,000	0.00%
314	PARK CAPITAL IMPROVEMENT PROGRAM	\$ 280,116	\$ 172,530	62.36%
320	EAST BLAINE CIP	\$ 8,160	\$ 20,400	-60.00%
324	LIGHT CAPITAL CONSTRUCTION	\$ 2,499,176	\$ 2,310,385	8.17%
325	WASTEWATER SYSTEM IMPROVEMENTS	\$ 11,723,721	\$ 10,608,433	10.51%
328	STORMWATER IMPROVEMENTS	\$ 643,567	\$ 345,492	86.28%
329	WATER SYSTEM IMPROVEMENTS	\$ 1,719,929	\$ 1,777,705	-3.25%
330	STREET CAPITAL IMPROVEMENT RESERVE	\$ 43,628	\$ 6,691	552.04%
332	STREET OVERLAYS	\$ 237,637	\$ 284,342	-16.43%

333	RESIDENTIAL STREET LEVY IMPROVEMENTS	\$	4,651,258	\$	666,279	598.09%
340	I-5 ACCESS STUDY	\$	70,428	\$	52,802	33.38%
	TOTAL CAPITAL IMPROVEMENT FUNDS	\$	22,992,873	\$	17,773,431	29.37%

ENTERPRISE FUNDS

401	ELECTRIC FUND	\$	7,087,863	\$	7,053,136	0.49%
402	ELECTRIC REVOLVING ECONOMIC DEV. LOAN	\$	50,000	\$	50,000	0.00%
410	WATER FUND	\$	2,068,869	\$	2,369,266	-12.68%
420	WASTEWATER FUND	\$	3,989,966	\$	3,071,207	29.92%
425	STORM WATER UTILITY FUND	\$	407,713	\$	408,509	-0.19%
430	AIRPORT	\$	132,842	\$	149,958	-11.41%
	TOTAL ENTERPRISE FUNDS	\$	13,737,252	\$	13,102,076	4.85%

INTERNAL SERVICE FUNDS

501	FLEET MAINTENANCE	\$	66,001	\$	72,142	-8.51%
503	PUBLIC WORKS ADMINISTRATION	\$	754,928	\$	773,814	-2.44%
505	ADVANCE TRAVEL FUND	\$	8,000	\$	8,000	0.00%
	TOTAL INTERNAL SERVICE FUNDS	\$	828,930	\$	853,956	-2.93%

TRUST/AGENCY FUNDS

622	LEOFF I MEDICAL RESERVE	\$	79,896	\$	92,868	-13.97%
631	WIN TEAM AGENCY FUND	\$	68,131	\$	65,497	4.02%
	TOTAL TRUST/ AGENCY FUNDS	\$	148,027	\$	158,365	-6.53%

	TOTAL ALL FUNDS	\$	46,109,372	\$	40,124,524	14.92%
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**CITY OF BLAINE
2008 PROPOSED BUDGET
EXPENDITURES**

		2008 BUDGET	2007 AMENDED BUDGET	% DIFF.
GOVERNMENTAL FUNDS				
001	GENERAL FUND	\$ 5,393,151	\$ 5,596,890	-3.64%
101	STREET	\$ 549,810	\$ 542,165	1.41%
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631	WIN TEAM AGENCY FUND	\$	68,131	\$	65,497	4.02%
	TOTAL TRUST/ AGENCY FUNDS	\$	148,027	\$	158,365	-6.53%
TOTAL ALL FUNDS		\$	46,109,372	\$	40,124,524	14.92%

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: December 10, 2007

SUBJECT: Ordinance 07-2690, Authorizing the issuance and sale of \$6,045,000 in limited tax general obligation (LTGO) and refunding bonds

SUBMITTING DEPT: Finance Department

PREPARED BY: Meredith Riley, Finance Director

AGENDA LOCATION: Comments / Communications ☐, Consent ☐,
Public Meeting (Hearing) ☐, Unfinished Business ☐, Council Action Item ☒,
Committee Reports ☐

ATTACHMENTS: Ordinance 07-2690; Preliminary Official Statement was placed in Council boxes.

ANALYSIS / SUMMARY: This Ordinance provides for the issuance and sale of LTGO bonds to fund \$4,420,000 in Street improvements along with \$495,000 in Stormwater improvements. It also authorizes the Refunding of \$290,000 LTGO 1994A bonds and \$815,000 LTGO 1996 WW Bonds for an approximate savings of \$96,000. The interest rates on these older bonds change from over 6% to around 4%.

RECOMMENDATION: ☒ Waive 2nd Reading: (Including conditions of approval if applicable)

FISCAL ANALYSIS: The Street portion of the 2007 LTGO Bonds is funded by property taxes, and the Stormwater portion is funded by Stormwater revenue. This bond is for 10 years. The Refunded LTGO 1994A bonds (Annex Remodel) are funded by REET I, and the Refunded LTGO 1996 bonds are funded by the Wastewater Fund. The Refunded portion is for 8 years.

REVIEWED BY:

City Manager _____ Finance Director _____ City Clerk _____

COUNCIL ACTION: Approved ☐, Denied ☐, Tabled / Deferred ☐,
Assigned to: _____

DATE OF NEXT COUNCIL ACTION: _____

CITY OF BLAINE, WASHINGTON
LIMITED TAX GENERAL OBLIGATION AND REFUNDING BONDS, 2007
\$[6,045,000]

ORDINANCE NO. 07-0690

AN ORDINANCE of the City of Blaine, Washington, providing for the issuance and sale of limited tax general obligation and refunding bonds of the City in the principal sum of \$[6,045,000] for the purpose of providing funds to finance street and storm water improvements and to refund certain outstanding general obligations of the City, authorizing a preliminary official statement, and providing the form and terms of the bonds.

Passed: December 10, 2007

Prepared By

K&L PRESTON GATES ELLIS LLP
Seattle, Washington
(206) 623-7580

ORDINANCE NO. 07-0690

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* This Table of Contents is provided for reference only and does not constitute a part of the Ordinance for which it is provided.

ORDINANCE NO. 07-0690

AN ORDINANCE of the City of Blaine, Washington, providing for the issuance and sale of limited tax general obligation and refunding bonds of the City in the principal sum of \$[6,045,000] for the purpose of providing funds to finance street and storm water improvements and to refund certain outstanding general obligations of the City, authorizing a preliminary official statement, and providing the form and terms of the bonds.

WHEREAS, the City of Blaine, Washington (the “City”) has outstanding its Limited Tax General Obligation Bonds, 1994A (the “1994A Bonds”), issued in the original principal amount of \$600,000 under date of September 1, 1994, pursuant to Ordinance No. 94-2163 of the City passed on August 22, 1994; and

WHEREAS, Ordinance No. 94-2163 provides that the City may redeem the outstanding 1994A Bonds (the “1994A Refunded Bonds”) in whole or in part, on any date at a price of par plus accrued interest, if any, to the date of redemption; and

WHEREAS, the City has outstanding certain of its Limited Tax General Obligation Bonds, 1996 (the “1996 Bonds”), issued in the original principal amount of \$1,500,000 under date of June 1, 1996, pursuant to Ordinance No. 96-2262 of the City passed on May 13, 1996; and

WHEREAS, Ordinance No. 96-2262 provides that the City may redeem the outstanding 1996 Bonds (the “1996 Refunded Bonds”) in whole or in part, on any date at a price of par plus accrued interest, if any, to the date of redemption; and

WHEREAS, as a result of changed market conditions, it appears to the City Council that debt service savings may be obtained by refunding the 1994A Refunded Bonds and the 1996

Refunded Bonds (collectively, the “Refunded Bonds”) through the issuance of a series of limited tax general obligation refunding bonds; and

WHEREAS, the City Council has determined that it is in the best interest of the City to construct certain street and storm water improvements within the City and other capital projects as may be approved by the City Council (the “Project”); and

WHEREAS, it appears to the City Council that it is in the best interest of the City that it authorize the issuance of limited tax general obligation refunding bonds in the principal amount of \$_____ to effect such savings and authorize the issuance of limited tax levy general obligation bonds in the principal amount of \$_____ to finance the Project; and

WHEREAS, the Bonds may be issued and sold in a single series of bonds, and the City has received the offer of D.A. Davidson & Co. to purchase such limited tax general obligation and refunding bonds (the “Bonds”), and it is in the best interest of the City to accept such offer on the terms set forth therein and in this ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLAINE, WASHINGTON, DO ORDAIN AS FOLLOWS:

SECTION 1. Definitions. As used in this ordinance, the following words shall have the following meanings, unless a different meaning clearly appears from the context:

“Bond Fund” means the “City of Blaine Limited Tax General Obligation Bond Redemption Fund, 2007,” authorized to be created by Section 6 of this ordinance.

“Bond Insurance Policy” means the municipal bond insurance policy issued by the Insurer insuring the payment when due of the principal of and interest on the Bonds as provided therein.

“Bond Register” means the registration records for the Bonds maintained by the Bond Registrar.

“Bond Registrar” means the fiscal agency of the State of Washington, in New York, New York, for the purposes of registering and authenticating the Bonds, maintaining the Bond Register, effecting transfer of ownership of the Bonds and paying principal of and interest on the Bonds.

“Bonds” means the \$[6,045,000] principal amount of the City of Blaine, Washington, Limited Tax General Obligation Bonds, 2007, issued pursuant to this ordinance.

“City” means the City of Blaine, Washington, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of Washington.

“Code” means the Internal Revenue Code of 1986, as amended, together with corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the United States Treasury Department of the Internal Revenue Service, to the extent applicable to the Bonds.

“Commission” means the Securities and Exchange Commission.

“Council” means the legislative authority of the City as the same shall be duly and regularly constituted from time to time.

“DTC” means The Depository Trust Company of New York, as depository for the Bonds, or any successor or substitute depository for the Bonds.

“Escrow Agent” means U.S. Bank National Association, Seattle, Washington.

“Escrow Agreement” means the Escrow Agreement to be dated as of the date of closing of the Bonds authorized to be entered into pursuant to Section 13.

“Federal Tax Certificate” means the certificate executed by the Finance Director or her designee setting forth the requirements of the Code for maintaining the tax-exemption of interest on the Bonds.

“Government Obligations” means those obligations now or hereafter defined as such in Chapter 39.53 RCW, as such chapter may be hereafter amended or restated.

“Insurer” means Financial Security Assurance Inc., a stock insurance company incorporated under the laws of the State of New York, or any successor thereto or assignee thereof, as issuer of the Bond Insurance Policy.

“Letter of Representations” means the Blanket Letter of Representations from the City to DTC.

“MSRB” means the Municipal Securities Rulemaking Board or any successor to its functions.

“NRMSIR” means a nationally-recognized municipal securities information repository.

“1994A Bonds” means the Limited Tax General Obligation Bonds, 1994A of the City, issued under date of September 1, 1994 pursuant to Ordinance No. 94-2163 passed by the Council on August 22, 1994, and presently outstanding in the principal amount of \$290,000.

“1994A Refunded Bonds” means the 1994A Bonds maturing on and after December 1, 2008.

“1996 Bonds” means the Limited Tax General Obligation Bonds, 1996 of the City, issued under date of June 1, 1996 pursuant to Ordinance No. 96-2262 passed by the Council on May 13, 1996, and presently outstanding in the principal amount of \$815,000.

“1996 Refunded Bonds” means the 1996 Bonds maturing on and after December 1, 2008.

“Project” means the construction of street and storm water improvements and other capital projects as may be approved by the City Council.

“Refunded Bonds” means, collectively, the 1994A Refunded Bonds and the 1996 Refunded Bonds.

“Refunding Account” means the account by that name established within the Bond Fund pursuant to Section 13 of this ordinance.

“Registered Owner” means the person in whose name a Bond is registered on the Bond Register. For so long as the City utilizes the book-entry system for the Bonds, DTC shall be deemed to be the Registered Owner.

“Rule” means the Commission’s Rule 15c2-12 under the Securities Exchange Act of 1934.

“SID” means a state information repository for the State of Washington (if one is created).

“Underwriter” means D.A. Davidson & Co.

SECTION 2. Findings and Authorization of Project. The Council hereby finds that it is in the public interest for the City to refund the Refunded Bonds and thereby effect a savings to the City and its taxpayers and to provide funding for the Project. A portion of the cost of the Project will be financed from the proceeds of sale of the Bonds. If the Council shall determine that it has become impractical to accomplish the Project, or any portion thereof, by reason of changed conditions, the City shall not be required to accomplish such Project, or portion thereof. If all of the Project has been acquired or constructed or duly provided for, or found to be unfeasible, the Council may apply the Bond proceeds or any portion thereof to the redemption of the Bonds or to other capital purposes as the Council, in its discretion, shall determine.

SECTION 3. Authorization of Bonds. The City shall issue and sell the Bonds in the aggregate principal amount of \$[6,045,000] to provide money to refund the Refunded Bonds, to finance costs of the Project and to pay costs of issuance of the Bonds. The Bonds shall be general obligations of the City; shall be designated “City of Blaine, Washington, Limited Tax General Obligation and Refunding Bonds, 2007”; shall be dated as of their date of delivery; shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof, provided that no Bond shall represent more than one maturity; shall be numbered separately and in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification and control; shall bear interest (calculated based on a 360-day year of 12 30-day months) at the rates set forth below from their date, until the Bonds have been paid or their payment duly provided for, payable on June 1, 2008, and semiannually thereafter on the first day of each December and June and shall mature on December 1 of each year as follows:

<u>Maturity Year (December 1)</u>	<u>Principal Amount</u>	<u>Interest Rates</u>
2008	\$	%
2009		
2010		
2011		
2012		
2013		
2014		
2015		
2016		
2017		

SECTION 4. Registration, Exchange and Payments.

(a) *Bond Registrar/Bond Register.* The City hereby adopts the system of registration approved by the Washington State Finance Committee, which utilizes the fiscal agency of the State of Washington in New York, New York, as registrar, authenticating agent, paying agent and transfer agent (collectively, the “Bond Registrar”). The Bond Registrar shall

keep, or cause to be kept, at its principal corporate trust office, sufficient records for the registration and transfer of the Bonds (the “Bond Register”), which shall be open to inspection by the City. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this ordinance and to carry out all of the Bond Registrar’s powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Bonds.

(b) *Registered Ownership.* The City and the Bond Registrar may deem and treat the Registered Owner of each Bond as the absolute owner for all purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described in Section 4(h) hereof, but such registration may be transferred as herein provided. All such payments made as described in Section 4(h) shall be valid and shall satisfy the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letter of Representations.* The Bonds shall initially be held in fully immobilized form by DTC acting as depository. To induce DTC to accept the Bonds as eligible for deposit at DTC, the City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Letter of Representations”).

Neither the City nor the Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees with respect to the Bonds for the accuracy of any records maintained by DTC or any DTC participant, the payment by DTC or any DTC participant of any amount in respect of the principal of or interest on Bonds, any notice that is permitted or required to be given to Registered Owners under this ordinance (except such

notices as shall be required to be given by the City to the Bond Registrar or to DTC), the selection by DTC or any DTC participant of any person to receive payment in the event of a partial redemption of the Bonds, or any consent given or other action taken by DTC as the Registered Owner. For so long as any Bonds are held in fully immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes, and all references in this ordinance to the Registered Owners shall mean DTC or its nominee and shall not mean the owners of any beneficial interest in any Bonds.

(d) *Use of Depository.*

(i) The Bonds shall be registered initially in the name of CEDE & Co., as nominee of DTC, with a single Bond for each maturity in a denomination equal to the total principal amount of such maturity. Registered ownership of such immobilized Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by the City pursuant to subsection (ii) below or such substitute depository's successor; or (C) to any person as provided in subsection (iv) below.

(ii) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the City to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the City may appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(iii) In the case of any transfer pursuant to clause (A) or (B) of subsection (i) above, the Bond Registrar shall, upon receipt of all outstanding Bonds, together with a written request on behalf of the City, issue a single new Bond for each maturity then outstanding, registered in the name of such successor or substitute depository, or its nominee, all as specified in such written request of the City.

(iv) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (B) the City determines that it is in the best interest of the beneficial owners of the Bonds that the Bonds be provided in certificated form, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully immobilized form. The City shall deliver a written request to the Bond Registrar, together with a supply of definitive Bonds in certificated form, to issue Bonds in any authorized denomination. Upon receipt by the Bond Registrar of all then outstanding Bonds, together with a written request on behalf of the City to the Bond Registrar, new Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are provided in such written request.

(e) *Transfer or Exchange of Registered Ownership; Change in Denominations.* The registered ownership of any Bond may be transferred or exchanged, but no transfer of any Bond shall be valid unless it is surrendered to the Bond Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee, a new Bond (or Bonds at the

option of the new Registered Owner) of the same date, maturity and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and canceled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same date, maturity and interest rate, in any authorized denomination. The Bond Registrar shall not be obligated to transfer or exchange any Bond during a period beginning at the opening of business on the 15th day of the month next preceding any interest payment date and ending at the close of business on such interest payment date, or, in the case of any proposed redemption of the Bonds, after the mailing of notice of the call of such Bonds for redemption.

(f) *Bond Registrar's Ownership of Bonds.* The Bond Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the rights of the Registered Owners of the Bonds.

(g) *Registration Covenant.* The City covenants that, until all Bonds have been surrendered and canceled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code.

(h) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. For so long as all Bonds are in fully immobilized form, payments of principal and interest shall be made as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. In the event that the Bonds are no longer in fully immobilized form, interest on

the Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the 15th day of the month preceding the interest payment date, and principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Bond Registrar.

SECTION 5. Redemption and Purchases.

(a) *No Optional Redemption.* The Bonds are not subject to redemption prior to their stated maturities.

[(b) *Mandatory Redemption.* The Bonds maturing on December 1, ____ (which shall be deemed to be Term Bonds), shall be redeemed prior to maturity randomly (or paid at maturity), not later than December 1 in the following years (to the extent such Bonds have not been previously redeemed or purchased) and in the principal amounts set forth below, without premium, together with the interest accrued to the date fixed for redemption.

____ Term Bonds	
Year	Amount
_____	_____
	\$

*

* Maturity]

[(c) *Notice of Redemption.* Written notice of any redemption of Bonds shall be given by the Bond Registrar on behalf of the City by first class mail, postage prepaid, not less than 30 days nor more than 60 days before the redemption date to the Registered Owners of Bonds that are to be redeemed at their last addresses shown on the Bond Register. So long as the Bonds are in book-entry form, notice of redemption shall be given as provided in the Letter of Representations.

The requirements of this section shall be deemed complied with when notice is mailed, whether or not it is actually received by the owner.

Each notice of redemption shall contain the following information: (1) the redemption date, (2) the redemption price, (3) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the principal amounts) of the Bonds to be redeemed, (4) that on the redemption date the redemption price will become due and payable upon each Bond or portion called for redemption, and that interest shall cease to accrue from the redemption date, (5) that the Bonds are to be surrendered for payment at the principal office of the Bond Registrar, (6) the CUSIP numbers of all Bonds being redeemed, (7) the dated date of the Bonds, (8) the rate of interest for each Bond being redeemed, (9) the date of the notice, and (10) any other information needed to identify the Bonds being redeemed.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(d) *Effect of Redemption.* Unless the City has revoked a notice of redemption, the City shall transfer to the Bond Registrar amounts that, in addition to other money, if any, held by the Bond Registrar, will be sufficient to redeem, on the redemption date, all the Bonds to be redeemed. From the redemption date interest on each Bond to be redeemed shall cease to accrue.

(e) *Amendment of Notice Provisions.* The foregoing notice provisions of this section, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.]

(f) *Purchase on Open Market.* The City reserves the right to purchase any of the Bonds in the open market at any time and at any price.

SECTION 6. Creation of Bond Fund and Provision for Tax Levy Payments. A special account of the City known as the “City of Blaine Limited Tax General Obligation Bond Redemption Fund, 2007” (the “Bond Fund”), is hereby authorized to be created. The Bond Fund shall be drawn upon for the sole purpose of paying the principal of and interest on the Bonds.

The City hereby irrevocably covenants for as long as any of the Bonds are outstanding and unpaid that each year it will include in its budget and pay into the Bond Fund (on or before the date due) an amount which will be sufficient to pay the principal of and interest on the Bonds as the same shall become due. None of the money in the Bond Fund shall be used for any other purpose than the payment of the principal of and interest on the Bonds. Money in the Bond Fund not needed to pay the interest or principal next coming due may temporarily be deposited in such institutions or invested in such obligations as may be lawful for the investment of City money. Any interest or profit from the investment of such money shall be deposited in the Bond Fund.

The City hereby irrevocably pledges that, to the extent it does not have other sufficient funds to repay the Bonds, it will levy an ad valorem tax upon all the property within the City subject to taxation, within and as a part of the tax millage levy permitted to cities without a vote of the people, in an amount sufficient to repay the Bonds. A sufficient portion of each annual levy to be levied and collected by the City prior to the full payment of the principal of and interest on the Bonds will be and is hereby irrevocably set aside, pledged and appropriated for the payment of the principal of and interest on the Bonds. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of the principal of and interest on the Bonds as the same shall become due.

SECTION 7. Bonds Deemed To Be No Longer Outstanding. In the event that the City, in order to effect the payment, retirement or redemption of any Bond, sets aside in the Bond Fund or in another special account, held in trust by a trustee, cash or noncallable government obligations, as such obligations are now or hereafter be defined in RCW 39.53, or any combination of cash and/or noncallable government obligations, in amounts and maturities which, together with the known earned income therefrom, are sufficient to redeem or pay and retire such Bond in accordance with its terms and to pay when due the interest and redemption premium, if any, thereon, and such cash and/or noncallable government obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Bond Fund for the payment of the principal of and interest on such Bond. The owner of a Bond so provided for shall cease to be entitled to any lien, benefit or security of this ordinance except the right to receive payment of principal, premium, if any, and interest from such special account, and such Bond shall be deemed to be not outstanding under this ordinance.

SECTION 8. Tax Covenant; Special Designation. The City shall comply with the provisions of this section unless, in the written opinion of Bond Counsel to the City, such compliance is not required in order to maintain the exemption of the interest on the Bonds from federal income taxation.

The City hereby covenants that it will not make any use of the proceeds of sale of the Bonds or any other funds of the City which may be deemed to be proceeds of such Bonds pursuant to Section 148 of the Code and the applicable regulations thereunder that will cause the Bonds to be “arbitrage bonds” within the meaning of said section and said regulations. The City will comply with the requirements of Section 148 of the Code (or any successor provision

thereof applicable to the Bonds) and the applicable regulations thereunder throughout the term of the Bonds.

The City further covenants that it will not take any action or permit any action to be taken that would cause the Bonds to constitute “private activity bonds” under Section 141 of the Code.

The City will pay any rebate amount to the United States of America at the times and in the amounts necessary to meet the requirements of the Code to maintain the federal income tax exemption of the interest payments on the Bonds, in accordance with the Federal Tax Certificate.

The City hereby designates the Bonds as “qualified tax-exempt obligations” under Section 265(b)(3) of the Code for banks, thrift institutions and other financial institutions. The City does not anticipate that it will issue more than \$10,000,000 of qualified tax-exempt obligations during 2007.

SECTION 9. Lost or Destroyed Bonds. If any Bonds are lost, stolen or destroyed, the Bond Registrar may authenticate and deliver a new Bond or Bonds of like amount, maturity and tenor to the Registered Owner upon the owner paying the expenses and charges of the Bond Registrar and the City in connection with preparation and authentication of the replacement Bond or Bonds and upon his or her filing with the Bond Registrar and the City evidence satisfactory to both that such Bond or Bonds were actually lost, stolen or destroyed and of his or her ownership, and upon furnishing the City and the Bond Registrar with indemnity satisfactory to both.

SECTION 10. Form of the Bonds. The Bonds shall be in substantially the following form:

STATEMENT OF INSURANCE

Financial Security Assurance Inc. (“Financial Security”), New York, New York, has delivered its municipal bond insurance policy with respect to the scheduled

payments due of principal of and interest on this Bond to The Bank of New York, New York, New York, or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from Financial Security or the Paying Agent.

UNITED STATES OF AMERICA

NO. _____

\$ _____

STATE OF WASHINGTON
CITY OF BLAINE
LIMITED TAX GENERAL OBLIGATION AND REFUNDING BOND, 2007

INTEREST RATE:

MATURITY DATE:

CUSIP NO:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Blaine, Washington, a municipal corporation organized and existing under the laws and Constitution of the State of Washington (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, the Principal Amount specified above, unless redeemed prior thereto as provided herein, together with interest on such Principal Amount from the date hereof or the most recent date to which interest has been paid or duly provided for at the Interest Rate set forth above payable June 1, 2008, and semiannually thereafter on each December 1 and June 1 until payment of the principal sum has been made or duly provided for. Both principal of and interest on this bond are payable in lawful money of the United States of America. For so long as the Bonds are held in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of DTC referred to in the Blanket Issuer Letter of Representations from the City to The Depository Trust Company. In the event that the Bonds are no longer held in fully immobilized form, interest on this bond shall be paid by check or draft mailed to the Registered Owner at the address appearing on the Bond Register on the 15th day of the month preceding the interest payment date, and principal of this bond shall be payable upon presentation and surrender of this bond by the Registered Owner at the principal office of the fiscal agency of the State of Washington in New York, New York (the "Bond Registrar").

This bond is one of an issue of limited tax general obligation bonds of the City of like date and tenor, except as to number, interest rate and date of maturity, in the aggregate principal amount of \$[6,045,000] (the "Bonds"), issued pursuant to Ordinance No. 07-____ of the City, passed on December 10, 2007 (the "Bond Ordinance"), to refund certain outstanding general obligations of the City and to provide financing for street and storm water improvements.

The Bonds are not subject to optional redemption prior to their scheduled maturities.

The City has designated the Bonds as “qualified tax-exempt obligations” for purchase by financial institutions.

The City has irrevocably covenanted with the owner of this bond that it will annually include in its budget and levy taxes, within and as a part of the tax levy permitted to cities without a vote of the electorate, upon all the property subject to taxation in amounts sufficient, together with other money legally available therefor, to pay the principal of and interest on this bond as the same shall become due. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and the prompt payment of such principal and interest.

The pledge of tax levies for payment of principal of and interest on the Bonds may be discharged prior to maturity of the Bonds by making provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

The Bonds are issued in fully registered form in the denomination of \$5,000 each or any integral multiple thereof, provided that no bond shall represent more than one maturity. Upon surrender to the Bond Registrar, Bonds are interchangeable for bonds in any authorized denomination of an equal aggregate principal amount and of the same interest rate and maturity. This bond is transferable only on the records maintained by the Bond Registrar for that purpose upon the surrender of this bond by the registered owner hereof or his/her duly authorized agent and only if endorsed in the manner provided hereon, and thereupon a new fully registered bond of like principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor. Such exchange or transfer shall be without cost to the registered owner or transferee. The City may deem the person in whose name this bond is registered to be the absolute owner hereof for the purpose of receiving payment of the principal of and interest on this bond and for any and all other purposes whatsoever.

Reference is made to the Bond Ordinance as more fully describing the covenants with and the rights of Registered Owners of the Bonds or registered assigns and the meanings of capitalized terms appearing on this bond that are defined in such ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

It is hereby certified and declared that this bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of Washington and ordinances of the City, that all acts, conditions and things required to be done precedent to and in the issuance of this bond and the Bonds have happened, been done and performed, and that this bond and the Bonds do not exceed any constitutional or statutory limitations.

IN WITNESS WHEREOF, the City of Blaine, Washington, has caused this bond to be signed on behalf of the City with the manual or facsimile signature of the Mayor and to be attested by the manual or facsimile signature of the City Clerk, as of this 27th day of December, 2007.

CITY OF BLAINE, WASHINGTON

By _____/s/_____
Mayor

ATTEST:

_____/s/_____
City Clerk

The Certificate of Authentication for the Bonds shall be in substantially the following form and shall appear on each Bond:

CERTIFICATE OF AUTHENTICATION

Date of Authentication: _____

This bond is one of the City of Blaine, Washington, Limited Tax General Obligation Bonds, 2007, dated December 27, 2007.

WASHINGTON STATE FISCAL
AGENCY, as Bond Registrar

By _____
Authorized Signer

SECTION 11. Execution of the Bonds. The Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk. In case either or both of the officers who have signed or attested any of the Bonds cease to be such officer before such Bonds have been actually issued and delivered, such Bonds shall be valid nevertheless and may be issued by the City with the same effect as though the persons who had signed or attested such Bonds had not ceased to be such officers, and any Bond may be signed or attested on behalf of the City by officers who at the date of

actual execution of such Bond are the proper officers, although at the nominal date of execution of such Bond such officer was not an officer of the City.

Only Bonds that bear a Certificate of Authentication in the form set forth in Section 10, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered and are entitled to the benefits of this ordinance.

In case either of the officers of the City who shall have executed the Bonds shall cease to be such officer or officers of the City before the Bonds so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. Any Bond may also be signed and attested on behalf of the City by such persons as at the actual date of execution of such Bond shall be the proper officers of the City although at the original date of such Bond any such person shall not have been such officer.

SECTION 12. Application of Proceeds of Bonds. At the time of delivery of the Bonds, the proceeds of the Bonds shall be deposited as follows:

(a) A portion of the proceeds of the Bonds shall be deposited into the _____ Fund and be used to finance a portion of the costs of the Project and to pay costs of issuing the Bonds; and

(b) The remaining proceeds of the Bonds shall be deposited into the Refunding Account and used to refund the Refunded Bonds and to pay costs of issuing the Bonds.

SECTION 13. Refunding Plan and Procedures.

(a) *Refunding Plan.* For the purpose of realizing a debt service savings and benefiting the taxpayers of the City, the City Council proposes to issue refunding bonds for the purpose of providing for the payment of the principal of and interest on and the redemption price of the Refunded Bonds on February 1, 2008 (the “Refunding Plan”).

(b) *Refunding Account.* There is created an account known as the “Bond Refunding Account” (the “Refunding Account”) to be held by the Escrow Agent, which account is to be drawn upon for the sole purpose of paying the principal of and interest on the Refunded Bonds until their date of redemption and of paying costs related to the refunding of these bonds.

The proceeds of sale of the Bonds necessary to refund the Refunded Bonds shall be credited to the Refunding Account.

Money in the Refunding Account shall be used immediately upon receipt to defease the Refunded Bonds as authorized by this ordinance and Ordinance Nos. 94-2163 and 96-2262 and to pay costs of issuance. The City shall defease the Refunded Bonds and discharge such obligations by the use of money in the Refunding Account to purchase certain Government Obligations (which obligations so purchased, are herein called “Acquired Obligations”), bearing such interest and maturing as to principal and interest in such amounts and at such times which, together with any necessary beginning cash balance, will provide for the payment of:

- (i) interest on the Refunded Bonds to and including February 1, 2008;
- and
- (ii) the redemption price of the Refunded Bonds (100% of the principal amount thereof) on February 1, 2008.

Such Acquired Obligations shall be purchased at a yield not greater than the yield permitted by the Code and regulations relating to acquired obligations in connection with refunding bond issues.

(c) *Escrow Agent/Escrow Agreement.* To carry out the refunding and defeasance of the Refunded Bonds, the Finance Director is hereby authorized to appoint as escrow agent a bank or trust company qualified by law to perform the duties described herein (the “Escrow Agent”). A beginning cash balance, if any, and Acquired Obligations shall be deposited irrevocably with the Escrow Agent in an amount sufficient to defease the Refunded Bonds. The proceeds of the Bonds remaining in the Refunding Account after acquisition of the Acquired Obligations and provision for the necessary beginning cash balance shall be utilized to pay expenses of the acquisition and safekeeping of the Acquired Obligations and expenses of the issuance of the Bonds.

In order to carry out the purposes of this section, the Finance Director and other appropriate officers of the City are authorized and directed to execute and deliver to the Escrow Agent, an Escrow Deposit Agreement, substantially in the form on file with the City.

(d) *Implementation of Refunding Plan.* The City hereby irrevocably sets aside sufficient funds out of the purchase of Acquired Obligations from proceeds of the Refunded Bonds to make the payments described in subsection (b) of this section.

The City hereby irrevocably calls the Refunded Bonds for redemption on February 1, 2008 in accordance with the provisions of Ordinance Nos. 94-2163 and 96-2262 authorizing the redemption and retirement of the Refunded Bonds prior to their fixed maturities. Said calls for redemption of the Refunded Bonds shall be irrevocable after the final establishment of the escrow account and delivery of the Acquired Obligations to the Escrow Agent.

The Escrow Agent is hereby authorized and directed to provide for the giving of notices of the redemption of the Refunded Bonds in accordance with the applicable provisions of Ordinance Nos. 94-2163 and 96-2262. The Finance Director is authorized and requested to provide whatever assistance is necessary to accomplish such redemption and the giving of notices therefor. The costs of publication of such notices shall be an expense of the City.

The Escrow Agent is hereby authorized and directed to pay to the Bond Registrar, sums sufficient to pay, when due, the payments specified in of subsection (a) of this section. All such sums shall be paid from the money and Acquired Obligations deposited with said Escrow Agent pursuant to the previous section of this ordinance, and the income therefrom and proceeds thereof. All such sums so paid to said Bond Registrar shall be credited to the Refunding Account. All money and Acquired Obligations deposited with the bank and any income therefrom shall be held, invested (but only at the direction of the Finance Director) and applied in accordance with the provisions of this ordinance and with the laws of the State of Washington for the benefit of the City and owners of the Refunded Bonds.

The City will take such actions as are found necessary to ensure that all necessary and proper fees, compensation and expenses of the Escrow Agent for the Refunded Bonds shall be paid when due.

SECTION 14. Sale of the Bonds. The Council finds that the purchase contract of the Underwriter that has been distributed to the Council is reasonable and that it is in the best interest of the City that the Bonds shall be sold upon the conditions set forth in the purchase contract. The City accepts the purchase contract and authorizes the Mayor, City Manager or Finance Director to execute the purchase contract and deliver it to the Underwriter. The Bonds shall be

issued and delivered to the Underwriter upon payment of the purchase price specified in the purchase contract.

SECTION 15. Official Statement. The City approves the preliminary official statement presented to the Council and ratifies the Underwriter's distribution of the preliminary official statement in connection with the offering of the Bonds. The City authorizes the Underwriter to use the official statement, substantially in the form of the preliminary official statement, in connection with the sale of the Bonds. The Mayor, City Manager and Finance Director are hereby authorized to review and approve on behalf of the City the final Official Statement relative to the Bonds with such additions and changes as may be deemed necessary or advisable to them. The Council hereby deems the Preliminary Official Statement prepared in connection with the sale of the Bonds as final, pursuant to the Rule, except for the omission of information dependent upon the pricing of the Bonds and the completion of the underwriting agreement.

SECTION 16. Undertaking to Provide Ongoing Disclosure.

(a) *Contract/Undertaking.* This section constitutes the City's written undertaking for the benefit of the owners of the Bonds as required by Section (b)(5) of the Rule.

(b) *Financial Statements/Operating Data.* The City agrees to provide or cause to be provided to each NRMSIR and to the SID, if any, in each case as designated by the Commission in accordance with the Rule, the following annual financial information and operating data for the prior fiscal year (commencing in 2008 for the fiscal year ended December 31, 2007):

1. Annual financial statements, which statements may or may not be audited, showing ending fund balances for the City's general fund prepared in accordance with

the Budget Accounting and Reporting System prescribed by the Washington State Auditor pursuant to RCW 43.09.200 (or any successor statute);

2. The assessed valuation of taxable property in the City;
3. Property taxes due, property taxes collected and property taxes delinquent;
4. Property tax levy rates per \$1,000 of assessed valuation; and
5. Outstanding general obligation debt of the City.

Items 2-5 shall be required only to the extent that such information is not included in the annual financial statements.

The information and data described above shall be provided on or before nine months after the end of the City's fiscal year. The City's current fiscal year ends December 31. The City may adjust such fiscal year by providing written notice of the change of fiscal year to each then existing NRMSIR and the SID, if any. In lieu of providing such annual financial information and operating data, the City may cross-reference to other documents provided to the NRMSIR's, the SID or to the Commission and, if such document is a final official statement within the meaning of the Rule, available from the MSRB.

If not provided as part of the annual financial information discussed above, the City shall provide the City's audited annual financial statement prepared in accordance with the Budget Accounting and Reporting System prescribed by the Washington State Auditor pursuant to RCW 43.09.200 (or any successor statutes), when and if available, to each then existing NRMSIR and the SID, if any.

(c) *Material Events.* The City agrees to provide or cause to be provided, in a timely manner, to the SID, if any, and to each NRMSIR or to the MSRB notice of the occurrence of any of the following events with respect to the Bonds, if material:

- Principal and interest payment delinquencies;
- Non-payment related defaults;
- Unscheduled draws on debt service reserves reflecting financial difficulties;
- Unscheduled draws on credit enhancements reflecting financial difficulties;
- Substitution of credit or liquidity providers, or their failure to perform;
- Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- Modifications to the rights of Bond owners;
- Bond calls (optional, contingent or unscheduled Bond calls other than scheduled sinking fund redemptions for which notice is given pursuant to Exchange Act Release 34-238560);
- Defeasances;
- Release, substitution or sale of property, securing repayment of the Bonds; and
- Rating changes.

Solely for purposes of disclosure, and not intending to modify this undertaking, the City advises that no property or debt service reserves secure payment of the Bonds and the Bonds are not rated.

(d) *Notification Upon Failure to Provide Financial Data.* The City agrees to provide or cause to be provided, in a timely manner, to each NRMSIR or to the MSRB and to the SID, if any, notice of its failure to provide the annual financial information described in subsection (b) above on or prior to the date set forth in subsection (b) above.

(e) *Termination/Modification.* The City's obligations to provide annual financial information and notices of material events shall terminate upon the defeasance, prior redemption or payment in full of all of the Bonds. Any provision of that section shall be null and void if the City (1) obtains an opinion of nationally recognized bond counsel to the effect that the portion of the Rule that requires that provision is invalid, has been repealed retroactively or otherwise does not apply to the Bonds; and (2) notifies each NRMSIR and the SID, if any, of such opinion and the cancellation of this section. The City may amend this section with an approving opinion of nationally recognized bond counsel.

In the event of any amendment of this section, the City shall describe such amendment in the next annual report, and shall include a narrative explanation of the reason for the amendment and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (I) notice of such change shall be given in the same manner as for a material event under subsection (c), and (II) the annual report for the year in which the change is made shall present a comparison (in narrative form and also, if practical, in quantitative form) between the

financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

(f) *Bond Owner's Remedies Under This Section.* The right of any bondowner or beneficial owner of Bonds to enforce the provisions of this section shall be limited to a right to obtain specific enforcement of the City's obligations under this section, and any failure by the City to comply with the provisions of this undertaking shall not be an event of default with respect to the Bonds. For purposes of this section, "beneficial owner" means any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds, including persons holding Bonds through nominees or depositories.

(g) *DisclosureUSA.* The City may elect to submit the information required by this Section 15 to be filed with the NRMSIRs and the SID, if any, directly to DisclosureUSA.org unless or until the Commission withdraws its approval of this submission process.

SECTION 17. Bond Insurance.

(a) *Acceptance of Insurance.* In accordance with the offer of the Underwriter to purchase the Bonds, the Council hereby approves the commitment of the Insurer to provide a bond insurance policy guaranteeing the payment when due of principal of and interest on the Bonds (the "Bond Insurance Policy"). The Council further authorizes and directs all proper officers, agents, attorneys and employees of the City to cooperate with the Insurer in preparing such additional agreements, certificates, and other documentation on behalf of the City as shall be necessary or advisable in providing for the Bond Insurance Policy.

SECTION 18. General Authorization; Ratification of Prior Acts. The Mayor, City Manager and Finance Director and other appropriate officers of the City are authorized to take any actions and to execute documents as in their judgment may be necessary or desirable in order

to carry out the terms of, and complete the transactions contemplated by, this ordinance. All acts taken pursuant to the authority of this ordinance but prior to its effective date are hereby ratified.

SECTION 19. Severability. If any provision in this ordinance is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bonds.

SECTION 20. Effective Date. This ordinance shall be effective five days after its publication as provided by law.

PASSED by the City Council of the City of Blaine, Washington, at a meeting this 10th day of December, 2007.

CITY OF BLAINE, WASHINGTON

Mike Myers, Mayor

ATTEST:

Sheri Sanchez, City Clerk

CERTIFICATE

I, the undersigned, Clerk of the City of Blaine, Washington (the "City") and keeper of the records of the City Council of the City (the "Council"), DO HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. 07-_____ of the City (the "Ordinance"), as finally passed at a meeting of the City Council of the City held on December 10, 2007 and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum of the Council was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of said Ordinance; that all other requirements and proceedings incident to the proper adoption or passage of said Ordinance have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this certificate.

DATED this 10th day of December, 2007.

Sheri Sanchez, City Clerk

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: December 10, 2007

SUBJECT: Petition # 43.1.074 to Vacate the Rights-of-Way East of Peace Portal Drive, West of Interstate 5 and North of Hughes Avenue to Pinckney Avenue.

SUBMITTING DEPT: Public Works

PREPARED BY: _____

(Digital Signature)

AGENDA LOCATION: ☐ Comments/Communications; ☐ Consent; ☐ Committee Reports
☐ Unfinished Business; ☒ Council Action Items; ☐ Public Hearing; ☐ Standing Committees

ATTACHMENTS: 1) Petition
2) Preliminary Findings
3) Assessor Map
4) Aerial Map

ANALYSIS/SUMMARY: The signatures on this petition, which was initiated by Doug Connelly, represent all of the ownership of the property abutting the right-of-way proposed for vacation. The required fees have been paid. The vacation request applies to the rights-of-way east of Peace Portal Drive, west of Interstate 5 and north of Hughes Avenue to Pinckney Avenue. (See the attached Preliminary Findings for a complete legal description of the right of way petitioned for vacation.)

Per BMC Section 12.16.010.H, the Public Works Department has prepared the attached Preliminary Findings report. Per BMC 12.16.010, "staff may forward the petition to council with a written recommendation that council deny the petition, that council set a public hearing to consider the petition, or that the petition be returned to petitioner for modification prior to further action."

RECOMMENDATION: ☒ Waive 2nd Reading: In consideration of the attached Preliminary Findings, Public Works and Community Development staffs recommend that City Council deny this petition.

FISCAL ANALYSIS: No fiscal impact.

REVIEWED BY:

City Manager _____ Finance Director _____ City Clerk _____
(Digital Signature) (Digital Signature) (Digital Signature)

COUNCIL ACTION:

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Assigned to: _____

COUNCIL ACTION: _____



CITY OF BLAINE
PUBLIC WORKS DEPARTMENT
1200 YEW AVENUE BLAINE, WA 98230
PH (360) 332-8820 FAX (360) 332-7124

PETITION TO VACATE RIGHT-OF-WAY

OFFICE USE ONLY

FILED WITH THE BLAINE CITY CLERK ON THIS

09 26 2007
DATE (MM/DD/YYYY)

43.1074
PETITION NUMBER

FILING FEE OF \$ 150

HAS BEEN PAID TO:

CASHIER

RECEIPT NUMBER

Honorable Mayor and Members of the City Council:

We, the owners of real estate abutting the hereinafter described right-of-way, desire to have the City Council vacate the right-of-way or portion thereof (Give location of property and attach a plat map showing area of requested vacation and surrounding property):

DOUG CONNELLY

PETITIONER'S PRINTED OR TYPED NAME

Doug Connelly

SIGNATURE

RIGHT-OF-WAY ABUTTING PROPERTY INFORMATION

N/A

STREET ADDRESS OR "N/A"

400106 362052 0000

TAX PARCEL ID NUMBER

HUGHES FIRST ADDITION TO BLAINE

LOT / BLOCK / ADDITION OR "N/A" See Attached #1

PETITIONER'S MAILING ADDRESS INFORMATION

8154 COMOX RD.

MAILING ADDRESS

BLAINE

CITY

WA 98230

STATE ZIP CODE

DOUG CONNELLY

PETITIONER'S PRINTED OR TYPED NAME

Doug Connelly

SIGNATURE

RIGHT-OF-WAY ABUTTING PROPERTY INFORMATION

2078 PEACE PORTAL DRIVE

STREET ADDRESS OR "N/A"

400106 374025 0000

TAX PARCEL ID NUMBER

HUGHES FIRST ADDITION

LOT / BLOCK / ADDITION OR "N/A" See Attached #2

PETITIONER'S MAILING ADDRESS INFORMATION

8154 COMOX RD.

MAILING ADDRESS

BLAINE

CITY

WA 98230

STATE ZIP CODE

DOUG CONNELLY

PETITIONER'S PRINTED OR TYPED NAME

Doug Connelly

SIGNATURE

RIGHT-OF-WAY ABUTTING PROPERTY INFORMATION

N/A

STREET ADDRESS OR "N/A"

400106 407034 0000

TAX PARCEL ID NUMBER

PINCKNEY'S ADDITION TO BLAINE

LOT / BLOCK / ADDITION OR "N/A" See Attached #3

PETITIONER'S MAILING ADDRESS INFORMATION

8154 COMOX RD.

MAILING ADDRESS

BLAINE

CITY

WA 98230

STATE ZIP CODE

DOUG CONNELLY

PETITIONER'S PRINTED OR TYPED NAME

Doug Connelly

SIGNATURE

RIGHT-OF-WAY ABUTTING PROPERTY INFORMATION

1416 HUGHES AVE

STREET ADDRESS OR "N/A"

400106 412040 0000

TAX PARCEL ID NUMBER

HUGHES FIRST ADDITION TO BLAINE

LOT / BLOCK / ADDITION OR "N/A" See Attached #4

PETITIONER'S MAILING ADDRESS INFORMATION

8154 COMOX RD.

MAILING ADDRESS

BLAINE

CITY

WA 98230

STATE ZIP CODE

CERTIFICATION

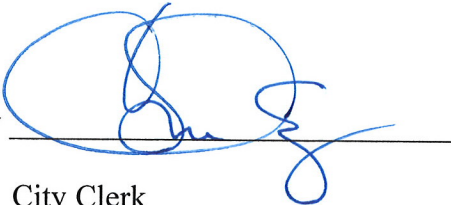
I, Sheri Sanchez, City Clerk for the City of Blaine, Washington, do hereby certify that each petitioner's name on the *Petition for Street or Alley Vacation* is accompanied by a signature, and that the legal descriptions of properties indicated next to each petitioner's name is recorded as the owner on the accompanying *Whatcom County Assessor's Parcel Summary* page.

Petition filed by Doug Connelley

DATED this 26th day of September, 2007

CITY OF BLAINE, WASHINGTON

By

A handwritten signature in blue ink, appearing to be "Sheri Sanchez", written over a horizontal line.

City Clerk

Proposed Vacation 2007.09.26

PETITION # 43.1.074



= Douglas & Louise Connelly

} = Pacific Trail East Homes LLC

10/26/95 Peterson to Hoffman

6/25/05 Hoffman to Pacific Trail

City of Blaine Public Works

**PETITION FOR RIGHT-OF-WAY VACATION #43-1-074
PRELIMINARY FINDINGS**

Prepared: November 29, 2007

By: Rod Smith

Legal Description:

All of the streets and avenues that would attach pursuant to RCW 35.79.040, adjacent to Blocks 6, 7, 8, 9 and the east half of Second Street as vacated by Ordinance #788, TOGETHER WITH the alleys in Blocks 6, 7 and 8, all within Hughes First Addition to Blaine recorded on Page 39, Book 3, records of Whatcom County, Washington. ALSO The north half of Pinckney Avenue adjacent to Lots 7 thru 20, Block 3, Pinckney's Addition to Blaine, recorded on Page 68, Book 2, records of Whatcom County, Washington.

EXCEPT that portion of Pearl Street adjacent to Lots 7 thru 10 and the west 10 feet of Lot 11, Block 9, Hughes First Addition to Blaine, recorded on Page 39, Book 3, records of Whatcom County, Washington.

Preliminary Findings:

Pursuant to BMC 12.16.010 H, Public Works Department staff has prepared these preliminary findings for the above right-of-way vacation petition certified by the City Clerk on September 26, 2007. The specific evaluation criteria presented in that section of the code, together with staff's response, follow:

Criterion #1: *Whether the street, alley or parts thereof abut any body of salt or fresh water, and if so, whether the vacation is being requested for port purposes, boat moorage or launching sites, viewpoint, recreational or educational purposes or other public use;*

Staff Response: The rights-of-way do not abut a body of fresh water or salt water.

Criterion #2: *Whether the right-of-way is needed or contemplated for future public use*

Staff Response: The rights-of-way, or others to replace them, are contemplated and needed for future public use as a road network and utility corridors for the existing lots of record within this Planned Commercial Zone.

Criterion #3: *Whether the request for vacation was initiated to correct a condition created by the applicant in violation of city ordinance; and*

Staff Response: The applicant is working to correct activities conducted on this site in 2003, 2006, and 2007 that violate BMC Chapters 12.27 Right-of-Way Use, 17.83 Wetland Management, and 17.84 Land Disturbance.

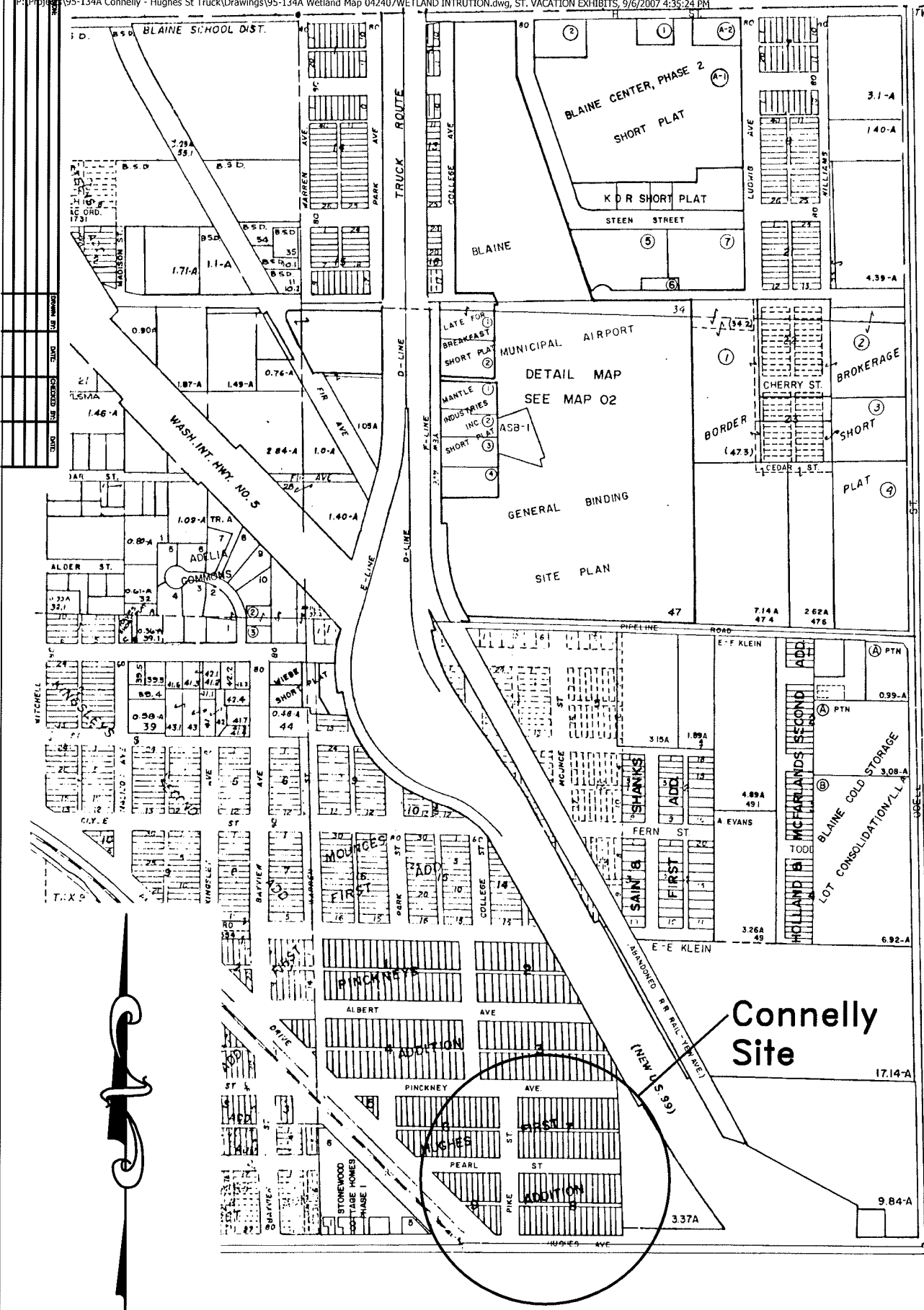
Criterion #4: *Whether the vacation will maintain or create straight and continuous right-of-way lines on at least one side for the full block.*

Staff Response: This vacation, if approved, will not maintain straight right-of-way lines. Pinckney Avenue right-of-way will jog from 70 feet wide to 35 feet wide. Pearl Street will be reduced to a 35 foot-wide right-of-way less than ½ of a block long.

Staff Recommendation

Based on the above criteria, staff may forward the petition to council with a written recommendation that council deny the petition, that council set a public hearing to consider the petition, or that the petition be returned to petitioner for modification prior to further action. (Ord. 2474 § 1, 2000; Ord. 2106 § 1, 1993)

City staff recommends that the City Council deny this petition based on staff's answers to Criteria #2 and 4. Furthermore, staff believes that, without a corresponding development proposal that addresses access to the separate legal lots of record that are included under this single ownership, the vacation of these rights-of-way is premature.



TOWNSHIP

40

RANGE

1E

SECTION

06

MAP NO.

01

SCALE


1" = 400'

DATE

11/17/92

JUN 23 2006

THIS MAP IS FOR ASSISTANCE IN PROPERTY LOCATION AND NOT GUARANTEED FOR ACCURATE MEASUREMENTS

JOB NO.: 95-134A	CLIENT: CONNELLY COMPANY	HORIZONTAL SCALE: NTS	 <p>ASSOCIATED PROJECT CONSULTANTS, INC., P.S. CML ENGINEERS, PROJECT AND LAND USE MANAGEMENT, BUILDING, STRUCTURAL, AND ENVIRONMENTAL SERVICES 1401 ASTOR STREET, BELLINGHAM, WA. 98225 PHONE (360) 671-1148 FAX (360) 671-1169</p>
ACAD FILE: WETLAND MAP 042407	PROJECT: HUGHES TRUCK STOP	VERTICAL SCALE: DRAWN BY: FAC	
SHEET:	TITLE: VICINITY MAP	DATE: 9-6-07 APPROVED BY:	
OF:		NORTH ROTATION: & BASE POINT:	

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: December 10, 2007

SUBJECT: Water Use Efficiency Goal Establishment - Scheduling a Public Forum

SUBMITTING DEPT: Public Works

PREPARED BY: _____

(Digital Signature)

AGENDA LOCATION: ☐ Comments/Communications; ☐ Consent; ☐ Committee Reports

☐ Unfinished Business; ☒ Council Action Items; ☐ Public Hearing; ☐ Standing Committees

ATTACHMENTS: WAC 246-290-830
Public Notice

ANALYSIS / SUMMARY: In 2003 the Washington State Legislature passed the Municipal Water Law, which, in part, directed the Washington State Department of Health (WSDOH) to adopt a rule that establishes water use efficiency (WUE) requirements for all municipal water suppliers. WSDOH has since accomplished that task, which the Washington Administrative Code (WAC) now reflects in new Chapter WAC 246-290 Part 8, subsections 800 – 840.

WAC 246-290-830(1) requires that: “The elected governing board or governing body of the public water system shall establish water use efficiency goals [at least one goal is required] within one year of the effective date of this rule for systems serving one thousand or more total connections...”. The *WSDOH Water Use Efficiency Rule* became effective on January 22, 2007, so the deadline date to establish the City’s water use efficiency goal(s) is January 22, 2008.

WAC 246-290-830(4)(a) requires that: “Goals shall be set in a public forum that provides opportunity for consumers and the public to participate and comment on the water use efficiency goals.”.

WAC 246-290-830(4)(b) requires that: “Public notice must occur at least two weeks prior to the public forum. Public notice must include the purpose, date, time, and place of the forum, and where materials supporting the rationale for the proposed goals can be reviewed.”

RECOMMENDATION: ☒ Waive 2nd Reading: Staff recommends that the City Council: **(1)** Adds to its January 14, 2008 Regular Meeting Agenda the *WSDOH Water Use Efficiency Rule*-required public forum to consider public comment on the City’s draft water use efficiency goal(s), with City Council adoption to follow, and **(2)** Directs the City Clerk to arrange to place the attached Public Notice in each Community Almanac Section of each edition of the *Bellingham Herald*, and in each edition the *Northern Light*, until January 14, 2008.

FISCAL ANALYSIS: Providing notice of, and conducting, the public forum will have no fiscal impact. Implementing the proposed goal, however, may involve additional administrative and/or water distribution telemetry system improvement expenses, which are unknown at this time.

REVIEWED BY:

City Manager _____ Finance Director _____ City Clerk _____
(Digital Signature) (Digital Signature) (Digital Signature)

COUNCIL ACTION:

☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Assigned to: _____

COUNCIL ACTION: _____

WAC 246-290-830 Water use efficiency goal setting.

- (1) The elected governing board or governing body of the public water system shall establish water use efficiency goals within one year of the effective date of this rule for systems serving one thousand or more total connections, and within two years of the effective date of this rule for systems serving less than one thousand total connections.
- (2) Water use efficiency goals must be designed to enhance the efficient use of water by the system and/or its consumers.
- (3) If a municipal water supplier determines that further reductions over current consumption levels are not reasonably achievable, the municipal water supplier shall provide justification that considers historic water use efficiency performance and investment and any other factors that support that determination. Justification must be provided in water use efficiency programs developed under WAC [246-290-810](#) and in water use efficiency performance reports developed under WAC [246-290-840](#).
- (4) Municipal water suppliers must provide documentation when requested by the department and in water use efficiency programs developed under WAC [246-290-810](#) that demonstrates the following goal setting requirements have been met:
 - (a) Goals shall be set in a public forum that provides opportunity for consumers and the public to participate and comment on the water use efficiency goals;
 - (b) Public notice must occur at least two weeks prior to the public forum. Public notice must include the purpose, date, time, and place of the forum, and where materials supporting the rationale for the proposed goals can be reviewed;
 - (c) The elected governing board or governing body of the public water system shall review and consider all comments received;
 - (d) The following must be made available to the public for the purpose of fully documenting the basis for each goal:
 - (i) The information listed under WAC [246-290-810](#)(4);
 - (ii) Annual water use efficiency performance reports prepared under WAC [246-290-840](#);
 - (iii) Water supply characteristics description in accordance with WAC [246-290-100](#) (4)(f)(iii)(B) or source description in accordance with WAC [246-290-105](#) (4)(f); and
 - (iv) A summary of the comments received and how they were considered.
- (5) Existing public processes may be used if all requirements listed under subsection (4) of this section are met.
- (6) Water use efficiency goals must include:
 - (a) Consideration of the system's forecasted demand and water supply characteristics;
 - (b) Measurable outcomes in terms of reduced or maintained water production or usage. Outcomes may be expressed on a per capita, per connection, total system, or other basis as deemed appropriate by the municipal water supplier;
 - (c) A schedule for achieving the water use efficiency goals; and
 - (d) Implementation schedule for each water use efficiency measure selected under WAC [246-290-810](#)(4).
- (7) The elected governing board or governing body of the public water system shall evaluate and reestablish water use efficiency goals following the process identified in subsection (4) of this section at least every six years and as part of a water system plan approval under WAC [246-290-100](#) or small water system management program approval under WAC [246-290-105](#).
- (8) Water use efficiency goals may be changed at any time in accordance with subsection (4) of this section. Changes to goals must be identified in the next performance report.
- (9) Water use efficiency programs must be modified if any water use efficiency goal is not met. Program modifications must be designed to achieve the system's water use efficiency goals.

Public Notice

City of Blaine Water Use Efficiency Goals Establishment Public Forum

Purpose: To conduct a Public Forum prior to adopting City of Blaine's Water Use Efficiency Goals (as required by WAC 246-290-830)

Date: Monday, January 14, 2008 (regular City Council Meeting)

Time: 7:00 pm

Place: City of Blaine City Council Chambers
344 H Street
Blaine, WA 98230

Materials that support the rationale for the proposed goals are available for examination at:

City of Blaine City Clerk's office
344 H Street
Blaine, WA 98230

and

City of Blaine Public Works Department
1200 Yew Avenue
Blaine, WA 98230

and

www.cityofblaine.com

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: December 10, 2007

SUBJECT: Resolution 1475-07, Revision to Unified Fee Schedule

SUBMITTING DEPT: Finance Department

PREPARED BY: Meredith Riley, Finance Director

AGENDA LOCATION: Comments / Communications ☐, Consent ☐,
Public Meeting (Hearing) ☐, Unfinished Business ☐, Council Action Item ☒,
Committee Reports ☐

ATTACHMENTS: Resolution 1475-07; revisions to the Unified Fee Schedule.

ANALYSIS / SUMMARY: This Resolution updates the Wastewater Rates in the Unified Fee Schedule effective January 2008. It also adds a Police Fee schedule.

RECOMMENDATION: Waive 2nd Reading: (Including conditions of approval if applicable) ☐ Second Reading.

FISCAL ANALYSIS: The increase in Wastewater rates was recommended in the FCS Group November 2007 Wastewater rate review for the WW Treatment Plant construction. The Police fees are current and need to be included in the fee schedule.

REVIEWED BY:

City Manager _____ Finance Director _____ City Clerk _____

COUNCIL ACTION: Approved ☐, Denied ☐, Tabled / Deferred ☐,
Assigned to: _____

DATE OF NEXT COUNCIL ACTION: _____

1 **RESOLUTION 1475-07**

2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLAINE,
4 WASHINGTON UPDATING THE UNIFIED FEE SCHEDULE FOR WASTEWATER
5 AND POLICE FEES
6

7
8 WHEREAS, an update was completed for the Wastewater Fees for 2008, and
9

10 WHEREAS, the fees for the Police Department need to be added to the Unified Fee
11 Schedule for 2007, and
12

13 WHEREAS, the Council has deemed that these revisions should be added to the Unified
14 Fee Schedule,
15

16 THEREFORE, BE IT RESOLVED that the City Council of the City of Blaine,
17 Washington adopts the revisions as contained in Exhibit A and adds them to the 2007
18 Unified Fee Schedule.
19

20 ADOPTED AND APPROVED BY THE CITY COUNCIL OF BLAINE, WASHINGTON
21 on this _____ day of December, 2007, and approved by the Mayor on the same day.
22
23
24

25 _____
26 MIKE MYERS, Mayor
27
28
29

30 _____
31 ATTEST:

32 SHERI SANCHEZ, City Clerk

WASTEWATER - PROPOSED										
#	Account Number	Description			2007 Fee		2008 Fee	Rate Basis		Authority
	Wastewater Service Rates;									
1	420.000.035.343.51		Wastewater Late Payment Penalties		\$ 5.00		\$ 5.00	per account		BMC 13.07.060
	Wastewater Service Rates, Residential:									
1	420.000.035.343.51		Single-family/duplex, City		\$ 59.80		\$ 65.19	per account		BMC 13.07.060
2	420.000.035.343.51		Senior or Disabled Low-income, City		\$ 45.93		\$ 48.75	per account		BMC 13.07.060
3	420.000.035.343.51		Multifamily, City		\$ 54.91		\$ 57.85	per account		BMC 13.07.060
4	420.000.035.343.51		Single-family/duplex, County		\$ 89.70		\$ 97.50	per account		BMC 13.07.060
5	420.000.035.343.51		Senior or Disabled Low-income, County		\$ 68.90		\$ 73.13	per account		BMC 13.07.060
6	420.000.035.343.51		Multifamily, County		\$ 82.36		\$ 86.78	per account		BMC 13.07.060
7	420.000.035.343.51		Illegal discharge of stormwater into the wastewater system					triple the current charge		BMC 13.07.080
	Wastewater Service Rates, Nonresidential:									
		Commercial I, Average Strength, Base Charges:								
1	420.000.035.343.51		3/4" Meter Commercial I (Volume allowance 0-3 ccf) New 0-4 ccf		\$ 59.80		\$ 65.19	per account		BMC 13.07.060
2	420.000.035.343.51		1" Meter Commercial I (Volume allowance 0-7 ccf) New 0-10 ccf		\$ 149.44		\$ 152.43	per account		BMC 13.07.060
3	420.000.035.343.51		1.5" Meter Commercial I (Volume allowance 0-15 ccf) New 0-20 ccf		\$ 298.90		\$ 304.88	per account		BMC 13.07.060
4	420.000.035.343.51		2" Meter Commercial I (Volume allowance 0-24 ccf) New 0-32 ccf		\$ 478.20		\$ 487.76	per account		BMC 13.07.060
5	420.000.035.343.51		3" Meter Commercial I (Volume allowance 0-48 ccf) New 0-64 ccf		\$ 956.41		\$ 975.54	per account		BMC 13.07.060
6	420.000.035.343.51		4" Meter Commercial I (Volume allowance 0-75 ccf) New 0-100 ccf		\$1,494.41		\$1,524.30	per account		BMC 13.07.060
7	420.000.035.343.51		6" Meter Commercial I (Volume allowance 0-150 ccf) New 0-200 ccf		\$2,988.77		\$3,048.55	per account		BMC 13.07.060
8	420.000.035.343.51		8" Meter Commercial I (Volume allowance 0-240 ccf) New 0-320 ccf		\$4,782.04		\$4,877.68	per account		BMC 13.07.060
9	420.000.035.343.51		Recreational Vehicle Dump Station (Volume allowance 0-3 ccf) New 0-4 ccf		\$ 59.80		\$ 65.19	per account		BMC 13.07.060
10	420.000.035.343.51		Illegal discharge of stormwater into the wastewater system					triple the current charge		BMC 13.07.080
		Federal Agency, Base Charges:								
1	420.000.035.343.51		3/4" Meter Federal Agency (Volume allowance 0-3 ccf) New 0-4 ccf		\$ 64.88		\$ 70.53	per account		BMC 13.07.060
2	420.000.035.343.51		1" Meter Federal Agency (Volume allowance 0-7 ccf) New 0-10 ccf		\$ 162.14		\$ 165.39	per account		BMC 13.07.060
3	420.000.035.343.51		1.5" Meter Federal Agency (Volume allowance 0-15 ccf) New 0-20 ccf		\$ 324.30		\$ 330.80	per account		BMC 13.07.060
4	420.000.035.343.51		2" Meter Federal Agency (Volume allowance 0-24 ccf) New 0-32 ccf		\$ 518.85		\$ 529.22	per account		BMC 13.07.060
5	420.000.035.343.51		3" Meter Commercial I (Volume allowance 0-48 ccf) New 0-64 ccf		\$1,037.71		\$1,058.46	per account		BMC 13.07.060
6	420.000.035.343.51		4" Meter Commercial I (Volume allowance 0-75 ccf) New 0-100 ccf		\$1,621.44		\$1,653.87	per account		BMC 13.07.060

WASTEWATER - PROPOSED												
#	Account Number	Description	2007 Fee	2008 Fee	Rate Basis	Authority						
7	420.000.035.343.51	6" Meter Commercial I (Volume allowance 0-150 ccf) New 0-200 ccf	\$3,242.82	\$3,307.68	per account	BMC 13.07.060						
8	420.000.035.343.51	8" Meter Commercial I (Volume allowance 0-240 ccf) New 0-320 ccf	\$5,188.52	\$5,292.29	per account	BMC 13.07.060						
9	420.000.035.343.51	Illegal discharge of stormwater into the wastewater system			triple the current charge	BMC 13.07.080						
		Commercial II, Medium Strength, Base Charges:										
1	420.000.035.343.51	3/4" Meter Commercial II (Volume allowance 0-3 ccf) New 0-4 ccf	\$ -	\$ 84.50	per account	BMC 13.07.060						
2	420.000.035.343.51	1" Meter Commercial II (Volume allowance 0-7 ccf) New 0-10 ccf	\$ -	\$ 181.03	per account	BMC 13.07.060						
3	420.000.035.343.51	1.5" Meter Commercial II (Volume allowance 0-15 ccf) New 0-20 ccf	\$ -	\$ 362.06	per account	BMC 13.07.060						
4	420.000.035.343.51	2" Meter Commercial II (Volume allowance 0-24 ccf) New 0-32 ccf	\$ -	\$ 579.28	per account	BMC 13.07.060						
5	420.000.035.343.51	3" Meter Commercial II (Volume allowance 0-48 ccf) New 0-64 ccf	\$ -	\$1,158.57	per account	BMC 13.07.060						
6	420.000.035.343.51	4" Meter Commercial II (Volume allowance 0-75 ccf) New 0-100 ccf	\$ -	\$1,810.27	per account	BMC 13.07.060						
7	420.000.035.343.51	6" Meter Commercial II (Volume allowance 0-150 ccf) New 0-200 ccf	\$ -	\$3,620.52	per account	BMC 13.07.060						
8	420.000.035.343.51	8" Meter Commercial II (Volume allowance 0-240 ccf) New 0-320 ccf	\$ -	\$5,792.80	per account	BMC 13.07.060						
9	420.000.035.343.51	Illegal discharge of stormwater into the wastewater system			triple the current charge	BMC 13.07.080						
		Commercial II, High Strength, Base Charges:										
1	420.000.035.343.51	3/4" Meter Commercial II (Volume allowance 0-3 ccf) New 0-4 ccf	\$ 76.95	\$ 94.25	per account	BMC 13.07.060						
2	420.000.035.343.51	1" Meter Commercial II (Volume allowance 0-7 ccf) New 0-10 ccf	\$ 192.40	\$ 200.10	per account	BMC 13.07.060						
3	420.000.035.343.51	1.5" Meter Commercial II (Volume allowance 0-15 ccf) New 0-20 ccf	\$ 384.79	\$ 400.18	per account	BMC 13.07.060						
4	420.000.035.343.51	2" Meter Commercial II (Volume allowance 0-24 ccf) New 0-32 ccf	\$ 615.66	\$ 640.29	per account	BMC 13.07.060						
5	420.000.035.343.51	3" Meter Commercial II (Volume allowance 0-48 ccf) New 0-64 ccf	\$1,231.34	\$1,280.59	per account	BMC 13.07.060						
6	420.000.035.343.51	4" Meter Commercial II (Volume allowance 0-75 ccf) New 0-100 ccf	\$1,923.96	\$2,000.92	per account	BMC 13.07.060						
7	420.000.035.343.51	6" Meter Commercial II (Volume allowance 0-150 ccf) New 0-200 ccf	\$3,847.91	\$4,001.83	per account	BMC 13.07.060						
8	420.000.035.343.51	8" Meter Commercial II (Volume allowance 0-240 ccf) New 0-320 ccf	\$6,156.62	\$6,402.88	per account	BMC 13.07.060						
9	420.000.035.343.51	Illegal discharge of stormwater into the wastewater system			triple the current charge	BMC 13.07.080						
		Inactive Service (No water usage), Base Charges:										
1	420.000.035.343.51	3/4" Meter Inactive Service	\$ 29.90	\$ 32.60	per account	BMC 13.07.060						
2	420.000.035.343.51	Senior or Disabled Low-Income, Inactive Service	\$ 22.97	\$ 24.38	per account	BMC 13.07.060						
3	420.000.035.343.51	1" Meter Inactive Service	\$ 74.71	\$ 76.22	per account	BMC 13.07.060						
4	420.000.035.343.51	1.5" Meter Inactive Service	\$ 149.45	\$ 152.44	per account	BMC 13.07.060						
5	420.000.035.343.51	2" Meter Inactive Service	\$ 239.11	\$ 243.88	per account	BMC 13.07.060						

WASTEWATER - PROPOSED												
#	Account Number	Description	2007 Fee	2008 Fee	Rate Basis	Authority						
6	420.000.035.343.51	3" Meter Inactive Service	\$ 478.21	\$ 487.77	per account	BMC 13.07.060						
7	420.000.035.343.51	4" Meter Inactive Service	\$ 747.21	\$ 762.15	per account	BMC 13.07.060						
8	420.000.035.343.51	6" Meter Inactive Service	\$1,494.38	\$1,524.28	per account	BMC 13.07.060						
9	420.000.035.343.51	8" Meter Inactive Service	\$2,391.02	\$2,438.84	per account	BMC 13.07.060						
10	420.000.035.343.51	Illegal discharge of stormwater into the wastewater system			triple the current charge	BMC 13.07.080						
		Commercial I, Average Strength, Commodity Charges:										
1	420.000.035.343.51	3/4" Meter Commercial I (Volume >3 ccf) New >4 ccf	\$ 8.84	\$ 9.74	per ccf	BMC 13.07.060						
2	420.000.035.343.51	1" Meter Commercial I (Volume >7 ccf) New >10 ccf	\$ 8.84	\$ 9.74	per ccf	BMC 13.07.060						
3	420.000.035.343.51	1.5" Meter Commercial I (Volume >15 ccf) New >20 ccf	\$ 8.84	\$ 9.74	per ccf	BMC 13.07.060						
4	420.000.035.343.51	2" Meter Commercial I (Volume >24 ccf) New >32 ccf	\$ 8.84	\$ 9.74	per ccf	BMC 13.07.060						
5	420.000.035.343.51	3" Meter Commercial I (Volume >48 ccf) New >64 ccf	\$ 8.84	\$ 9.74	per ccf	BMC 13.07.060						
6	420.000.035.343.51	4" Meter Commercial I (Volume >75 ccf) New >100 ccf	\$ 8.84	\$ 9.74	per ccf	BMC 13.07.060						
7	420.000.035.343.51	6" Meter Commercial I (Volume >150 ccf) New >200 ccf	\$ 8.84	\$ 9.74	per ccf	BMC 13.07.060						
8	420.000.035.343.51	8" Meter Commercial I (Volume >240 ccf) New >320 ccf	\$ 8.84	\$ 9.74	per ccf	BMC 13.07.060						
		Federal Agency, Commodity Charges:										
1	420.000.035.343.51	3/4" Meter Federal Agency (Volume >3 ccf) New >4 ccf	\$ 9.59	\$ 10.57	per ccf	BMC 13.07.060						
2	420.000.035.343.51	1" Meter Federal Agency (Volume >7 ccf) New >10 ccf	\$ 9.59	\$ 10.57	per ccf	BMC 13.07.060						
3	420.000.035.343.51	1.5" Meter Federal Agency (Volume >15 ccf) New >20 ccf	\$ 9.59	\$ 10.57	per ccf	BMC 13.07.060						
4	420.000.035.343.51	2" Meter Federal Agency (Volume >24 ccf) New > 32 ccf	\$ 9.59	\$ 10.57	per ccf	BMC 13.07.060						
5	420.000.035.343.51	3" Meter Federal Agency (Volume >48 ccf) New >64 ccf	\$ 9.59	\$ 10.57	per ccf	BMC 13.07.060						
6	420.000.035.343.51	4" Meter Federal Agency (Volume >75 ccf) New >100 ccf	\$ 9.59	\$ 10.57	per ccf	BMC 13.07.060						
7	420.000.035.343.51	6" Meter Federal Agency (Volume >150 ccf) New >200 ccf	\$ 9.59	\$ 10.57	per ccf	BMC 13.07.060						
8	420.000.035.343.51	8" Meter Federal Agency (Volume >240 ccf) New >320 ccf	\$ 9.59	\$ 10.57	per ccf	BMC 13.07.060						
		Commercial II, Medium Strength, Commodity Charges:										
1	420.000.035.343.51	3/4" Meter Commercial II (Volume >3 ccf) New >4 ccf	\$ -	\$ 12.66	per ccf	BMC 13.07.060						
2	420.000.035.343.51	1" Meter Commercial II (Volume >7 ccf) New >10 ccf	\$ -	\$ 12.66	per ccf	BMC 13.07.060						
3	420.000.035.343.51	1.5" Meter Commercial II (Volume >15 ccf) New >20 ccf	\$ -	\$ 12.66	per ccf	BMC 13.07.060						
4	420.000.035.343.51	2" Meter Commercial II (Volume >24 ccf) New >32 ccf	\$ -	\$ 12.66	per ccf	BMC 13.07.060						
5	420.000.035.343.51	3" Meter Commercial II (Volume >48 ccf) New >64 ccf	\$ -	\$ 12.66	per ccf	BMC 13.07.060						

WASTEWATER - PROPOSED											
#	Account Number	Description	2007 Fee	2008 Fee	Rate Basis	Authority					
6	420.000.035.343.51	4" Meter Commercial II (Volume >75 ccf) New >100 ccf	\$ -	\$ 12.66	per ccf	BMC 13.07.060					
7	420.000.035.343.51	6" Meter Commercial II (Volume >150 ccf) New >200 ccf	\$ -	\$ 12.66	per ccf	BMC 13.07.060					
8	420.000.035.343.51	8" Meter Commercial II (Volume >240 ccf) New >320 ccf	\$ -	\$ 12.66	per ccf	BMC 13.07.060					
		Commercial II, High Strength, Commodity Charges:									
1	420.000.035.343.51	3/4" Meter Commercial II (Volume >3 ccf) New >4 ccf	\$ 12.47	\$ 14.12	per ccf	BMC 13.07.060					
2	420.000.035.343.51	1" Meter Commercial II (Volume >7 ccf) New >10 ccf	\$ 12.47	\$ 14.12	per ccf	BMC 13.07.060					
3	420.000.035.343.51	1.5" Meter Commercial II (Volume >15 ccf) New >20 ccf	\$ 12.47	\$ 14.12	per ccf	BMC 13.07.060					
4	420.000.035.343.51	2" Meter Commercial II (Volume >24 ccf) New >32 ccf	\$ 12.47	\$ 14.12	per ccf	BMC 13.07.060					
5	420.000.035.343.51	3" Meter Commercial II (Volume >48 ccf) New >64 ccf	\$ 12.47	\$ 14.12	per ccf	BMC 13.07.060					
6	420.000.035.343.51	4" Meter Commercial II (Volume >75 ccf) New >100 ccf	\$ 12.47	\$ 14.12	per ccf	BMC 13.07.060					
7	420.000.035.343.51	6" Meter Commercial II (Volume >150 ccf) New >200 ccf	\$ 12.47	\$ 14.12	per ccf	BMC 13.07.060					
8	420.000.035.343.51	8" Meter Commercial II (Volume >240 ccf) New >320 ccf	\$ 12.47	\$ 14.12	per ccf	BMC 13.07.060					
		Wastewater Marinas:									
1	420.000.035.343.51	Base Charge per Pump-Out Station (Volume allowance 0-3 ccf) New 0-4 ccf	\$ 76.95	\$ 83.64	per account	BMC 13.07.060					
2	420.000.035.343.51	Commodity Charge (Volume >3 ccf) New >4 ccf	\$ 12.47	\$ 14.12	per ccf	BMC 13.07.060					
		Wastewater Bulk Transport Disposal Services:									
1	420.000.035.343.51	Base Charge (No volume allowance)	\$ 86.28	\$ 93.79	per account	BMC 13.07.060					
2	420.000.035.343.51	Commodity Charge	\$ 17.55	\$ 19.08	per ccf	BMC 13.07.060					
		Wastewater Inspection Fees: (increased by Seattle CPI 3.7%)									
1	420.000.035.343.56	Wastewater Inspection Fee - Lateral Connection at P/L - Within City	\$ 41.48	\$ 41.48	Per Inspection	BMC 13.07.020					
2	420.000.035.343.56	Wastewater Inspection Fee - Lateral Connection at Main - Outside City	\$ 62.22	\$ 62.22	Per Inspection	BMC 13.07.020					
3	420.000.035.343.56	Wastewater Inspection Fee - Lateral Connection at Main - Within City	\$ 155.55	\$ 155.55	Per Inspection	BMC 13.07.020					
4	420.000.035.343.56	Wastewater Inspection Fee - Lateral Connection at Main - Outside City	\$ 233.33	\$ 233.33	Per Inspection	BMC 13.07.020					
5	420.000.035.343.56	Wastewater Inspection Fee - Manhole Connection - Within City	\$ 155.55	\$ 155.55	Per Inspection	BMC 13.07.020					
6	420.000.035.343.56	Wastewater Inspection Fee - Manhole Connection - Outside City	\$ 233.33	\$ 233.33	Per Inspection	BMC 13.07.020					
		Wastewater General Facility Fees:									
1	420.000.415.388.12	Wastewater - General Facility Fee - Within City Limits	\$5,316.00	\$5,794.00	Per ERU	BMC 13.07.020					
2	420.000.415.388.12	Wastewater - General Facility Fee - Outside City Limits	\$5,316.00	\$5,794.00	Per ERU	BMC 13.07.020					
3	420.000.414.388.11	Wastewater - General Facility Fee - Semiahmoo	\$5,316.00	\$5,794.00	Per ERU	BMC 13.07.020					

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: December 10, 2007

SUBJECT: Bid Award – Replace Existing Telemetry

SUBMITTING DEPT: Public Works

PREPARED BY: _____
(Digital Signature)

AGENDA LOCATION: Comments/Communications ☐, Consent ☐,
Public Meeting/Hearing ☐, Unfinished Business ☐, Council Action Item ☒, Committee
Reports ☐

ATTACHMENTS: Bid Tab

ANALYSIS / SUMMARY:

Bids were opened at Public Works on November 26, 2007 at 10:00 am to provide radio telemetry equipment for installation between Lift Station #4 and Lift Station #1 in the wastewater system and between the Linclon Park Booster Pumps and Harvey Rd Tank in the water system. This equipment will improve operability and reliability of these critical components. One bid was received from L2 System, LLC. The bid proposal meets or exceeds all the technical specifications provided by the City.

RECOMMENDATION: Waive 2nd Reading: ☐ Staff recommends that City Council award the purchase from L2 System, LLC in the amount of \$20,874.32 including WA sales tax.

FISCAL ANALYSIS: This bid is considered reasonable and within the budget. Bid award will be paid from the respective capital budget for water and wastewater per the 2007 CIP budget.

REVIEWED BY:

City Manager _____ Finance Director _____ City Clerk _____
(Digital Signature) (Digital Signature) (Digital Signature)

COUNCIL ACTION: Approved ☐, Denied ☐, Tabled / Deferred ☐,

Assigned to: _____

COUNCIL ACTION: _____

City of Blaine
 Replace Existing Telemetry Equipment
 Bid Opening - November 26, 2007 at 10:00 am

Bidder	Bid Proposal Signed	Non-collusion affidavit	Bidder's Identification	Addendum No. 1	Total Base Bid
L2 System	✓	✓	na	*	20874.32
* changed the bid date on					
page 2 of the bid documents					
received bid on 11/20/07					
Addendum acknowledgement does					
not effect the price					

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: December 10, 2007

SUBJECT: Interlocal Agreement with Whatcom County
Design and Construction of Pilot Stormwater Retrofit Project

SUBMITTING DEPT: Public Works

PREPARED BY: _____
(Digital Signature)

AGENDA LOCATION: ☐ Comments/Communications; ☐ Consent; ☐ Committee Reports
☐ Unfinished Business; ☒ Council Action Items; ☐ Public Hearing; ☐ Standing Committees

ATTACHMENTS: Interlocal Agreement with Whatcom County

ANALYSIS / SUMMARY: The degraded water quality of Drayton Harbor has resulted in partial shellfish harvest closures and resultant establishment of the Drayton Harbor Shellfish Protection District. The 2007 Drayton Harbor Shellfish Protection District Recovery Plan identifies control of urban stormwater sources as one of its major objectives, listing as a high priority a pilot stormwater retrofit project in East Blaine to provide guidance for reduction of fecal coliform bacteria through city and county standards.

The Interlocal Agreement with Whatcom County establishes the framework for the City's use of \$75,000 in State of Washington Department of Ecology grant funds supplied through Whatcom County for this pilot project.

RECOMMENDATION: ☒ Waive 2nd Reading: Staff recommends that the City Council authorize the City Manager to execute the Interlocal Agreement with Whatcom County to facilitate implementation of a pilot stormwater retrofit project.

FISCAL ANALYSIS: Provision of these grant funds will allow the City to proceed with final design and construction of this demonstration project without additional city stormwater capital funding.

REVIEWED BY:

City Manager _____ Finance Director _____ City Clerk _____
(Digital Signature) (Digital Signature) (Digital Signature)

COUNCIL ACTION:
☐ Approved ☐ Denied ☐ Tabled/Deferred ☐ Assigned to: _____

COUNCIL ACTION: _____

**INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY
AND
CITY OF BLAINE**

WHEREAS, Whatcom County and the City of Blaine desire to establish an arrangement wherein Whatcom County will provide funding to the City of Blaine to perform work in relation to the design and construction of a pilot stormwater retrofit project to treat bacteria;

WHEREAS, Whatcom County Code 16.20 established the Drayton Harbor and Portage Bay Shellfish Protection Districts and authorizes those districts to implement those portions of the Drayton Harbor and Portage Bay closure response strategies necessary to allow removal of the Drayton Harbor and Portage Bay downgrades;

WHEREAS, on May 8, 2007, the Whatcom County Council passed Resolution 2007-024, which adopted the Drayton Harbor Shellfish Protection District Recovery Plan – 2007 Update as the framework for identifying and managing shellfish restoration efforts in the Drayton Harbor watershed;

WHEREAS, the Drayton Harbor Shellfish Protection District Recovery Plan – 2007 Update specifies the control of urban stormwater sources as one of its major objectives, listing as a high priority a pilot stormwater retrofit project in East Blaine to provide guidance for reduction of fecal coliform bacteria through City and County standards;

WHEREAS, Blaine Municipal Code 13.01 states that the City's stormwater goals include minimizing water quality degradation and control of sedimentation of creeks, streams, ponds, lakes, marine waters, and other water bodies, as well as preserving and enhancing the suitability of waters for contact recreation, shellfish and fish habitat;

WHEREAS, the City of Blaine has jurisdiction over many potential stormwater sources that influence Drayton Harbor, including direct stormwater outfalls into the harbor;

WHEREAS, the City of Blaine has completed preliminary designs for a pilot stormwater retrofit project in East Blaine that will address a stormwater outfall into Drayton Harbor;

WHEREAS, Whatcom County is in the process of completing a grant agreement from the Washington State Department of Ecology for improving stormwater management and water quality protection;

WHEREAS, the Whatcom County Council has established funding specifically for funding projects that will aid in the recovery of shellfish beds in Drayton Harbor; and

NOW, THEREFORE, the parties hereto mutually agree as follows:

- I. *Purpose*: The purpose of this agreement is to set the terms whereby the County will make available funds to the City of Blaine (the City) as described in Exhibit A attached hereto.
- II. *Administration*: No new or separate legal or administrative entity is created to administer the provisions of this agreement.

- III. *City's Responsibilities:* The City hereby agrees to implement the program as described in Exhibit A attached hereto. As a sub-recipient of grant funds, the City agrees, and as a condition of this agreement, to comply with all requirements for sub-contractors set forth in the Local Government Stormwater Grants Program Grant Agreement between the County and the Washington State Department of Ecology, which is attached in Exhibit C.
- IV. *Whatcom County Responsibilities:* The County hereby agrees to reimburse the City, not to exceed the total budget amount allocated to the City as shown in Exhibit B attached hereto, for the costs in providing and performing the services stated.

The County shall not be held responsible for any maintenance costs for capital facilities created or modified by activities conducted under this agreement.

- V. *Payment:* All payments under this Agreement are considered reimbursement for services rendered. Each request for payment herein is to be submitted in the usual form of a claim for services rendered, which claim shall be supported by detailed documentation of the services actually performed so as to comply with auditing requirements. Payment shall be upon approved claims and in accordance with customary procedures. The County will compensate the City for services rendered within thirty (30) days following receipt of a detailed invoice, provided all other terms and conditions of the Agreement have been met and are certified as such by the Interlocal Agreement Administrator.

The City must submit quarterly progress reports describing work accomplished during the previous quarter, work anticipated for the following quarter, and analysis of any delays or cost overruns. The County will not process payment requests in the current period unless the progress report has been received for the previous period.

To acknowledge overhead costs, the City may charge an indirect rate up to 25 percent based on City employees' direct salary and benefit costs incurred while conducting project related work, provided that prior to signature of this agreement, Ecology's Project/Financial Manager may require a list of items included in the indirect rate during negotiations or thereafter. Items that are generally included in an indirect rate are identified in Administrative Requirements for Recipients of Ecology Grants and Loans.

- VI. *Term:* This Agreement shall be effective for services performed from December 1, 2007 through June 30, 2009, and may be terminated by any party upon the giving of ninety (90) days written notice to the others. Any financial obligations remaining at the end of the notice period that were properly incurred during the life of the agreement shall be paid in full according to the provisions of V. Payment, stated above. This Agreement is contingent upon the successful conclusion of a grant agreement between the County and the Washington State Department of Ecology.
- VII. *Responsible Persons:* The persons responsible for administration of this Agreement shall be the Whatcom County Public Works Department Director and the Blaine City Manager or their designees.
- VIII. *Treatment of Assets and Property:* No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.

- IX. *Indemnification:* Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein.
- X. *Modifications:* This Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- XI. *Applicable Law:* In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and the venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.
- XII. *Severability:* In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- XIII. *Entire Agreement:* This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. 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.
- XIV. *Recordation:* Upon execution of this Agreement, Whatcom County shall file a copy of it with the office of its County Auditor pursuant to the requirements of RCW 39.34.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____, 2007.

CITY OF BLAINE

WHATCOM COUNTY

By _____
Gary R. Tomsic, City Manager

By _____
Pete Kremen, County Executive

Approved as to form:

Approved as to form:

Jon Sitkin, City Attorney

Whatcom County Deputy Prosecuting
Attorney

Stephen R. Banham,
Blaine Director of Public Works

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this _____ day of _____, 2007, before me personally appeared Pete Kremen, to me known to be the County Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this _____ day of _____, 2007, before me personally appeared _____, to me known to be the __ (title) __ of the City of Blaine and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

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

EXHIBIT A – Scope of Work

I. Project Administration

- A. The City shall administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The City shall manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the County's designees; the Washington State Department of Ecology (Ecology); all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.
- C. The City shall submit quarterly Progress Reports to the County. Payment requests will not be processed without a Progress Report.

Reporting Periods.

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

Reporting Due Date. Quarterly Progress Reports are due 10 days following the end of the quarter.

Report Content. At a minimum, all Progress Reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement.

II. Post-Project Assessment

- A. The City agrees to submit a brief survey three years after project completion regarding the key project outcomes and the status of environmental results or goals from the project. Ecology's Performance Measures Lead will e-mail the County and the City the Post Project Assessment Survey.
- B. Ecology may conduct on-site interviews and inspections, and may otherwise evaluate the project. Ecology will enter the information provided into its performance measures database to be provided to the Washington State Legislature, United States Environmental Protection Agency, and other natural resource agencies.
- C. If work conducted results in a report, the City shall submit the following to the County in the quantities identified:
 - Draft project completion reports – one electronic copy

- Final project completion reports – five copies
- Electronic copy of final project completion report

III. Minority and Women's Business Participation.

- A. The City agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.
- B. In the absence of more stringent goals established by the City, the City agrees to utilize Ecology's goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6% WBE
Architecture/Engineering	10% MBE	6% WBE
Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

Meeting these goals is voluntary and no contract award or rejection will be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and the City and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

By signing this Agreement, the City certifies that the above steps were, or will be, followed. Any contractor engaged by the City under this agreement will be required to follow the above five affirmative steps in the award of any subcontract(s).

The City shall report to the County at the time of submitting each invoice, on forms provided by the County, payments made to qualified firms. The report will address:

1. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
2. The total dollar amount paid to qualified firms under this invoice.

IV. Equipment Purchase

The purchase of equipment may be eligible under this project. If the City determines that equipment is needed to achieve the project outcomes, a request must be made to the

Washington State Department of Ecology. All equipment purchases must have prior approval by the Washington State Department of Ecology.

V. Task Description

The City of Blaine, its consultants, and its subconsultants will design and construct a stormwater retrofit project intended to treat stormwater runoff for bacterial loading. Associated tasks include project design, plans and specifications, bidding, construction administration, and project administration.

VI. Products

The project will result in a stormwater facility that has been designed and constructed to address bacterial loading.

VII. Timeline

The project will be completed no later than June 30, 2009.

EXHIBIT B: Budget

Task No.	Task Description	Classification and Level							Direct Costs	Task Totals
		Engr. VII \$123.11	Engr. V \$100.47	Engr. II \$66.51	Tech. VI \$77.83	Tech. V \$66.51	Cler. III \$46.70	Cler. II \$41.04		
1.0	Design									
1.1	Create DWG from Existing Projects		2			4				
1.2	Get Design Detail from Subconsultant	1	4			4				
1.3	On-site Design and Details	1	3			4				
	Sub-Total	\$ 246	\$ 904	\$ -	\$ -	\$ 798	\$ -	\$ -	\$ -	\$ 1,949
2.0	Plans and Specifications									
2.1	Plan Review		4			2				
2.2	Final Plan Preparation		2			4				
2.3	Specifications	1	8					3		
2.4	Bid Proposal Form and Engineer's Estimate		4	4				1		
	Sub-Total	\$ 123	\$ 1,808	\$ 266	\$ -	\$ 399	\$ -	\$ 164	\$ -	\$ 2,761
3.0	Bidding									
3.1	Attend Pre-bid Meeting		4							
3.2	Answer Contractor Questions	1	4							
3.3	Attend Bid Opening		4							
3.4	Certify Bid Tabulation		2					2		
3.5	Recommendation to Award		1							
	Sub-Total	\$ 123	\$ 1,507	\$ -	\$ -	\$ -	\$ -	\$ 82	\$ -	\$ 1,712
4.0	Construction									
4.1	Pre-construction meeting	1	4		4					
4.2	Review Submittals	2	11				6			
4.3	On-site Inspection Services				105					
4.4	Final Documents (Punchlist, etc.)		10				2			
4.5	As-Built Drawing Preparation		4	8		6				
4.6	Construction costs								\$ 65,000	
	Sub-Total	\$ 369	\$ 2,914	\$ 532	\$ 8,483	\$ 399	\$ 374	\$ -	\$ 65,000	\$ 78,071

5.0	Project Administration									
5.1	Prepare progress reports		7				6			
5.2	Direct costs (reproduction, office supplies, mileage)								\$ 660	
	Sub-Total	\$ -	\$ 703	\$ -	\$ -	\$ -	\$ 280	\$ -	\$ 660	\$ 1,643
6.0	Subconsultants									
	Osborn Consulting Incorporated	40 hrs	@	\$92.00 /hr					\$ 3,680	
6.1	5% Markup on Subconsultants								\$ 184	
6.2	Sub-Total						\$0.00		\$ 3,864	\$ 3,864
GRAND TOTAL										
										\$ 90,000

EXHIBIT C

LOCAL GOVERNMENT STORMWATER GRANTS PROGRAM GRANT AGREEMENT BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND WHATCOM COUNTY ON BEHALF OF DRAYTON HARBOR SHELLFISH PROTECTION DISTRICT

THIS is a binding agreement entered into, by, and between the state of Washington Department of Ecology (DEPARTMENT), and Whatcom County on behalf of the Drayton Harbor Shellfish Protection District (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT to carry out the requirements described herein.

1.1. PART I. GENERAL INFORMATION

Project Title: **Drayton Harbor Local Government Stormwater Grant**

Grant Number: **G0800197**

RECIPIENT Name and Address: **Whatcom County
2011 Young Street, Suite 201
Bellingham, WA 98225**

RECIPIENT Contact: **Erika Stroebel / Scarlet Tang**
Telephone Number: **(360) 715-7450**
Fax Number: **(360) 715-7451**
E-Mail Address: **Estroebe@co.whatcom.wa.us
Stang@co.whatcom.wa.us**

RECIPIENT Billing Contact: **Kolleen Kilpatrick**
Address: **322 N. Commercial St., Suite 210
Bellingham, WA 98225**
Telephone Number: **(360) 676-6692**
Fax Number: **(360) 676-6863**
E-Mail Address: **kkilpatr@co.whatcom.wa.us**

RECIPIENT Federal ID Number: **91-6001383**

DEPARTMENT Project/Financial Manager: **Melanie Tyler**
Mailing Address: **Water Quality Program
Washington State Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600**
Telephone Number: **(360) 407-7489**

Fax Number: (360) 407-7151
E-Mail Address: mety461@ecy.wa.gov

DEPARTMENT Funding Source: 2007-09 Biennial Operating Budget/Local Toxics Control Account

Total Cost: \$75,000
Total Eligible Cost: \$75,000

DEPARTMENT Share: \$75,000

DEPARTMENT Maximum Percentage: 100 percent

The effective date of this grant agreement is July 1, 2007. Any work performed prior to the effective date of this agreement will be at the sole expense and risk of the RECIPIENT.

This agreement shall expire on **June 30, 2009**.

PART II. PERFORMANCE MEASURES

A. Water Quality Goal.

Improved stormwater management and water quality protection associated with development and implementation of a stormwater management program.

B. Project Outcomes.

Local Government Stormwater Grants for local governments to receive grants for municipal stormwater programs, including but not limited to:

1. Implementation of Phase II municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.
2. Stormwater source control for toxics in association with clean-up of contaminated sediment sites.
3. Stormwater source control programs for shellfish protection districts where stormwater is a significant contributor.

C. Post Project Assessment.

The RECIPIENT agrees to submit a brief survey three years after project completion regarding the key project outcomes and the status of environmental results or goals from the project. The DEPARTMENT's Performance Measures Lead will e-mail the RECIPIENT the Post Project Assessment Survey.

The DEPARTMENT may conduct on-site interviews and inspections, and may otherwise evaluate the Project. The DEPARTMENT will enter the information provided into its performance measures database to be provided to the Washington State Legislature, United States Environmental Protection Agency, and other natural resource agencies.

Approximate Post Project Assessment Date: June 30, 2012

PART III. PROJECT DESCRIPTION

The RECIPIENT's stormwater project will address planning, implementation, or management of municipal stormwater programs.

1.2. PART IV. PROJECT BUDGET

Drayton Harbor Local Government Stormwater Grant	
ELEMENTS	TOTAL ELIGIBLE COST (TEC)*
Task 1 – Project Administration/Management	\$ 7,500
Task 2 – Implementation of Stormwater Planning and Management Needs	\$67,500
Total	\$75,000
*The DEPARTMENT's Fiscal Office will track to the Total Eligible Project Cost.	
MATCHING REQUIREMENTS (There are no matching requirements)	
DEPARTMENT Share FY 08 (100% of TEC)	\$75,000

Payment Request Submittals. Payment requests will not be submitted more often than monthly, unless allowed by the DEPARTMENT's Project/Financial Manager. The DEPARTMENT's Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

1.3. PART V. SCOPE OF WORK

The RECIPIENT shall ensure that this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project related work. The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT shall submit a copy of the final contract to the DEPARTMENT's Project/Financial Manager.

Task 1 - Project Administration/Management

- A. The RECIPIENT shall administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT shall manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.
- C. The RECIPIENT shall submit all invoice voucher submittals and supportive documentation, to the DEPARTMENT's Project/Financial Manager. Copies of all applicable forms shall be included with an original A19-1A, and shall be submitted the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans.

Required Forms:

Form A19-1A (original signature)
 Form B2 (ECY 060-7)
 Form C2 (ECY 060-9)
 Form D (ECY 060-11)

Where Eligible Costs Have Incurred:

Form E (ECY 060-12)
 Form F (ECY 060-13)
 Form G (ECY 060-14)
 Form H (F-21)
 Form I (ECY 060-15)

- B. If work conducted results in a report, the RECIPIENT shall submit the following to the DEPARTMENT's Project/Financial Manager and in the quantities identified:
 - Draft project completion reports – one electronic copy
 - Final project completion reports – five copies
 - Electronic copy of final project completion report

The RECIPIENT shall submit two copies of any document(s) which requires DEPARTMENT approval. Once approval is given, one copy will be returned to the RECIPIENT. If the RECIPIENT needs more than one approved copy, the number of submittals should be adjusted accordingly.

Task 2 – Implementation of Stormwater Planning and Management Needs

- A. The RECIPIENT shall address stormwater management needs that protect or restore water quality. The RECIPIENT may conduct work related to any of the following eligible stormwater management outcomes:
- Implementation of activities required by the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.
 - Stormwater source control for toxics in association with clean-up of contaminated sediment sites.
 - Stormwater source control programs for shellfish protection districts where stormwater is a significant contributor.
- B. Examples of eligible projects or project components:
1. Conducting inventories of stormwater sources.
 2. Establishing and refining stormwater utilities, including stable rate structures, developing stormwater ordinances and regulations, initial staffing, and other capacity building activities to facilitate ongoing stormwater management needs.
 3. Review existing and model stormwater regulations.
 4. Mapping or geographic information systems of stormwater system infrastructure.
 5. Source control activities, such as drain stenciling, business inspections, and public information and communication.
 6. Identification and removal of illicit stormwater discharges into municipal separate storm sewer systems.
 7. Completing detailed plans, for example, stormwater management plans, engineering reports or facilities plans (including financing options and choices), education and outreach plans, and source control progress reports.
 8. Purchase of equipment for conducting stormwater monitoring.
 9. Evaluation of stormwater quality.
 10. Other activities consistent with Legislative provisos for this program or local and regional stormwater management programs or permit compliance, which can be completed by the June 30, 2009, deadline.

PART VI. SPECIAL TERMS AND CONDITIONS

- A. Commencement of Work. In the event that the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.
- B. DEPARTMENT Funding Recognition. The RECIPIENT shall acknowledge and inform the public about DEPARTMENT funding participation in this project as appropriate. Examples include project signs and/or acknowledgement in published materials and reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs.

- C. Equipment Purchase. The purchase of equipment may be eligible under this project. If the RECIPIENT determines that equipment is needed to achieve the project outcomes, a request must be made to the DEPARTMENT. All equipment purchases must have prior approval by the DEPARTMENT.
- D. Indirect Rate. To acknowledge overhead costs, the RECIPIENT may charge an indirect rate up to 25 percent based on RECIPIENT employee's direct salary and benefit costs incurred while conducting project related work, provided that prior to signature of this agreement, the DEPARTMENT's Project/Financial Manager may require a list of items included in the indirect rate during negotiations or thereafter. Items that are generally included in an indirect rate are identified in Administrative Requirements for Recipients of Ecology Grants and Loans.
- E. Meetings/Light Refreshments. The RECIPIENT may spend up to \$50 per meeting for light refreshments associated with this project. The total amount spent for light refreshments under this agreement cannot exceed \$300.
- F. **Minority and Women's Business Participation.** The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize the DEPARTMENT's goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6% WBE
Architecture/Engineering	10% MBE	6% WBE
Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

Meeting these goals is voluntary and no contract award or rejection will be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

By signing this Agreement, the RECIPIENT certifies that the above steps were, or will be, followed. Any contractor engaged by the RECIPIENT under this agreement will be required to follow the above five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. The report will address:

1. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
2. The total dollar amount paid to qualified firms under this invoice.

- G. Progress Reports. The RECIPIENT shall submit quarterly Progress Reports to the DEPARTMENT's Project/Financial Manager. Payment requests will not be processed without a Progress Report.

Reporting Periods.

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

Reporting Due Date. Quarterly Progress Reports are due 15 days following the end of the quarter.

Report Content. At a minimum, all Progress Reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement.

PART VII. ALL WRITINGS CONTAINED HEREIN

This agreement, the appended GENERAL TERMS AND CONDITIONS, the DEPARTMENT's current edition of *Administrative Requirements for Recipients of Ecology Grants and Loans* ("Yellow Book"), and the *Local Government Stormwater Grants Program FY 2008* contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth or incorporated by reference, herein. No subsequent modification(s) or amendment(s) of this agreement shall be of any force or effect unless signed by authorized representatives of the RECIPIENT and DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or RECIPIENT may change their respective staff contacts without the concurrence of either party.

IN WITNESS WHEREOF, the parties hereby execute this Grant:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

WHATCOM COUNTY

DAVID C. PEELER DATE
WATER QUALITY PROGRAM MANAGER

PETE KREMEN DATE
COUNTY EXECUTIVE

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL

(Revised 7/9/07)

CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: December 10, 2007

SUBJECT: Interlocal agreement with Whatcom Fire District 21 for Fire Marshal Services

SUBMITTING DEPT: Public Safety

PREPARED BY: Mike Haslip, Public Safety Director

AGENDA LOCATION: Comments / Communications ☐, Consent ☐,
Public Meeting (Hearing) ☐, Unfinished Business ☐, Council Action Item ☒,
Committee Reports ☐

ATTACHMENTS: Interlocal Agreement with Whatcom Fire District 21 for Fire Marshal Services.

ANALYSIS / SUMMARY: The safety and inspectional services provided by a fire marshal's office are one of the basic public safety functions of an incorporated community. Fire districts in Washington are not given the authority to commission fire marshals. As Blaine has annexed in to North Whatcom Fire District 21, it is most effective and efficient for the City to partner with the District to provision these services for our residents. Staff has met with the Fire District and with the help of our legal representatives. We have drafted an interlocal agreement which is renewable annually upon consensus. The agreement contains provision for periodic meetings between city and district managers to discuss issues which may arise with service delivery.

RECOMMENDATION: ☒ Waive 2nd Reading: (Including conditions of approval if applicable) Staff recommends that Council authorize the City Manager to execute the interlocal agreement with Whatcom County Fire District 21 for Fire Marshal services.

FISCAL ANALYSIS: The cost for these services will be evaluated annually and is currently set at \$55,448.12. In 2007 the City will be paying one half that amount for services rendered to date by the District.

REVIEWED BY:

City Manager _____ Finance Director _____ City Clerk _____

COUNCIL ACTION: Approved ☐, Denied ☐, Tabled / Deferred ☐,
Assigned to: _____

DATE OF NEXT COUNCIL ACTION: _____

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BLAINE AND WHATCOM COUNTY FIRE DISTRICT NO. 21 FOR FIRE
MARSHAL SERVICES**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 21, a Washington municipal corporation (the "District") and the CITY OF BLAINE, a Washington city (the "City") on this _____ day of _____, 2007, and is for provision of Fire Marshal services for the City of Blaine.

WHEREAS, the City desires to secure Fire Marshal Services (the "Services") from the District; and,

WHEREAS, the District desires to provide such Services to the City; and,

WHEREAS, the District and the City are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into interlocal cooperation agreements to provide high quality services to the public which are coordinated in philosophy and enforcement in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

I. DEFINITIONS AND TERMS

1.1 **Definitions**. The following definitions shall apply throughout this Agreement.

1. District Boundaries: The combined response areas of the District and the City.
2. Fire Marshal Services or Services: All services described in Exhibit "A," attached hereto.

1.2 **Term**. The term of this Agreement shall expire on December 31, 2008, and shall automatically renew on an annual basis unless terminated by either party in writing by June 30th of the last year of the Agreement.

II. DISTRICT OBLIGATIONS

2.1 **Services Provided to City**. During the term of this Agreement, the District agrees to provide the Services to the City as set forth in Exhibit "A," attached hereto (the "Services").. The District agrees to provide, subject to the terms and conditions of this Agreement, apparatus, facilities, equipment and personnel necessary to provide effective Fire Marshal services to the City.

III. STAFFING

3.1 **Staffing.** The District shall designate one employee as the District Fire Marshal. The City acknowledges that in instances or occurrences, such as vacation, sick leave, or training, where the designated Fire Marshal is not available, the District may utilize Whatcom County Fire Marshal services or other District personnel to provide temporary Services until the designated District Fire Marshal is available.

3.2 **Fire Marshal is a District Employee.** The District Fire Marshal shall be a District Employee. The position of District Fire Marshal is a Division Chief position, and, as such, he/she shall report directly to the District Fire Chief. The City shall not be an employer or supervisor of the District Fire Marshal.

IV. CITY OBLIGATIONS

4.1 **Delegation of Authority.** The City hereby delegates to the District the authority and power to provide fire investigative services on behalf of the City as set forth in this Agreement. When performing fire investigative services within the City, the District Fire Marshal shall coordinate with the City of Blaine Police Department. Neither the District Fire Marshal nor any employee of the District shall have the authority to file code enforcement actions, including the filing of any civil infractions or criminal charges on behalf of the City of Blaine, until such time as the District Fire Marshal has completed appropriate law enforcement training approved by the City and has received a limited law enforcement officer's commission which shall not be unreasonably withheld. Upon the District Fire Marshal's completion of appropriate law enforcement training as determined by the City, the District Fire Marshal shall become a limited commission law enforcement officer for the City of Blaine for building and fire code enforcement purposes only with the authority to file code enforcement actions, including civil infractions and criminal charges on behalf of the City of Blaine for violations of the City of Blaine Municipal Code-building permit, land use code, fire code and related codes. The City shall provide police support as requested by the District Fire Marshal with regard to cases and/or incidents occurring in the City. Fire Marshal enforcement actions which involve infractions and criminal charges for offenses occurring within the city limits will be submitted to the Blaine Police Department for processing prior to submission to the appropriate court of law.

4.2 **The District Fire Marshal shall be the City Fire Marshal.** The City hereby appoints for the term of this Agreement the District Fire Marshal as the City Fire Marshal, subject to the terms, conditions and limitations herein.

4.3 **Contract Payment Paid by the City.** The City shall, in consideration of the benefits received under the terms and conditions of this Agreement, pay the District the sum of Fifty-Five Thousand Four Hundred Forty-Eight dollars and Twelve Cents (\$55,448.12) for services provided in 2007 and the sum of Fifty-Six Thousand Eight Hundred Sixty-One Dollars and Forty-Three Cents (\$56,861.43) for services provided in 2008.

4.4 **Contract Payment Due Date.** The Contract Payment from the City to the District for 2007 shall be due and payable on ____, _____ 2007. The Contract Payment from the City to the District for 2008 shall be due and payable in two equal installments made in May and November of 2008. The Contract Payment from the City to the District for any additional years of this

Agreement shall be due and payable in two equal installments made in May and November of each additional year of this Agreement. Payments are due by the 15th of each respective month. Late payments shall bear interest at the rate of ten percent (10%) per annum.

4.5 **District Charges Under RCW 52.30.020.** The District may exercise such power as may be granted by RCW 52.30.020, or other provisions of state or federal law related to fire protection and emergency medical services, by contracting directly with state agencies, state institutions or municipal corporations located within the City for fire protection and prevention services.

4.6 **No Unfunded Mandates.** The parties agree that the City shall not create any unfunded mandates for increased service by the District.

V. USE OF CITY EQUIPMENT

5.1 **Use of City Equipment.** The City shall provide the District access to development permit files and other City records reasonably deemed necessary by the District to provide the Services. Nothing herein shall require the City to provide any equipment for the provision of Services, other than copying, file maintenance of permits, and similar administrative activities.

VI. CITY AND DISTRICT ARE INDEPENDENT MUNICIPAL GOVERNMENTS

6.1 **City and District are Independent Municipal Governments.** The parties recognize and agree that the parties hereto are independent governments. Except for the specific terms of this Agreement, nothing herein shall be construed to limit the independent governmental powers, authority, or discretion of the governing bodies of each party. Specifically, and without limiting the foregoing, the District shall have the sole discretion and obligation to determine the exact method by which the Services are provided within the District and within the City.

6.2 **No Preferential Service to City.** In the event of a large-scale event or natural disaster, the District shall assign the resources available to the event or disaster based solely upon the operational judgment of the District without regard to political boundaries. Nothing in this Agreement shall be construed to require the District to provide preferential service to the City.

6.3 **Administration.** This Agreement shall be administered on behalf of the City by the City Manager or his/her designee and on behalf of the District by the District Fire Chief or his/her designee.

6.4 **Performance Governed by District.** All aspects of performance of the Services shall be governed solely by the District including, but not limited to, personnel, standards of performance, and discipline.

6.5 **District Employees.** All persons rendering Services under this Agreement shall be, for all purposes, employees of the District.

6.6 **Services Contact Person.** All citizen complaints, Service requests, and requests for general information relating to Services shall be made or directed to the designated District Fire Marshal.

VII. INSURANCE

7.1 **Insurance.** During the existence of this Agreement, the District and the City shall each maintain all risk comprehensive general liability insurance in an amount not less than one million dollars (\$1,000,000.00) with a deductible of not more than \$5,000 naming the other party as “also insured.” To the extent possible, the City shall name the District as “also insured” under these policies.

7.2 **District to Maintain Equipment and Personnel Insurance.** The District agrees to maintain insurance for any City equipment utilized by the District. To the extent possible, the District shall name the City as “also insured” under these policies.

7.3 **Cross Release.** Except as specifically provided in this Agreement, the District and the City do hereby forever release each other from any claims, demands, damages or causes of action related to damage to equipment or property owned by the parties. It is the intent of the parties to cover this risk with the insurance noted above.

VIII. INDEMNIFY AND HOLD HARMLESS

8.1 The District shall indemnify, hold harmless and defend the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of negligent acts or omissions of the District, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the District shall defend the same at its sole cost and expense: provided that the City retain the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees or any of them, or jointly against the City and the District and their respective officers, agents, and employees, or any of them, for negligent acts or omissions of the District, the District shall satisfy the same.

8.2 The City shall indemnify, hold harmless and defend the District and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of negligent acts or omissions of the City, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the District, the City shall defend the same at its sole cost and expense: provided that the District retain the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the District and its officers, agents, employees or any of them, or jointly against the District and the City and their respective officers, agents, and employees, or any of them, for negligent acts or omissions of the City, the City shall satisfy the same.

8.3 In executing this Agreement, neither party assumes any liability or responsibility for, or in any way releases the other party from, any liability or responsibility which arises in whole or in part from the existence or effect of city ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the District, or both, the City shall satisfy the same, including all chargeable costs and attorneys fees.

8.4 The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington Industrial Insurance Act, (RCW 51), as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

IX. EFFECTIVE DATE, TERM AND TERMINATION

9.1 **Effective Date.** This Agreement effective date is reflective of when the parties began coordinating the Services in January 2007, and the District began providing Services in July 2007, and although executed after the fact, is effective from January 2007 upon its execution by both parties.

9.2 **Duration.** This Agreement shall take effect on the effective date, as defined in Section 9.1, for a period of two (2) years and shall automatically renew thereafter for successive one (1) year terms, unless terminated as provided for herein.

9.3 **Termination.** Either party may terminate this Agreement for any reason, or no reason at all, by providing the other party with one (1) year written notice of intent to terminate the Agreement.

X. MISCELLANEOUS

10.1 **Arbitration.** Should a dispute arise under this Agreement, either party may request that the dispute be referred to arbitration. The party requesting the arbitration shall select an arbitrator and give written notice to the other party, who shall select an arbitrator within ten (10) business days after receipt of such notice. If the other party fails to name such second arbitrator within said ten (10) business days, the arbitrator named by the first party shall decide the matter. The two arbitrators chosen shall, within ten (10) business days after the appointment of the second, select a third. If the two cannot agree upon a third, he/she shall be appointed by any judge of the Superior Court of Whatcom County, Washington, upon application made therefore by either party upon ten (10) days written notice to the other. Upon their appointment, the three arbitrators shall enter immediately upon the discharge of their duties and shall settle the dispute and determine the amount of any compensation to be paid and shall file their award in writing with the City and the District within sixty (60) days after their appointment. The award shall be the decision of not less than two (2) of the arbitrators. Each party shall bear the expense of its own appointed arbitrator and the parties shall share all other expenses of the arbitration equally.

10.2 **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 if 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:

TO CITY: City Manager
 City of Blaine
 344 H Street
 Blaine, WA 98230

TO DISTRICT: Fire Chief
 Whatcom County Fire District No. 21
 307 19th Street
 Lynden, WA 98264

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original document.

10.3 **No Benefit to Third Parties.** This Agreement shall not be construed to provide any benefits to any third parties. Specifically and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

10.4 **Drafting.** Each party has fully participated in the drafting of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which party drafted a particular provision. The parties jointly retained the services of the law firm of Chmelik Sitkin & Davis P.S. to draft this Agreement for them without providing any legal advice or representation to either party, and with each party having waived any conflict of interests regard to said law firm drafting this Agreement on behalf of the parties. Each party has been provided the opportunity to seek and obtain independent legal advice regarding this Agreement and the transaction prior to its execution.

10.5 **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and the exhibit hereto, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

10.6 **Existing Agreements Effective.** All terms and conditions of existing Agreements remain unchanged and in full force and effect.

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EXHIBIT "A"

[DISTRICT FIRE MARSHAL SERVICES]

The District Fire Marshal Services (aka "Services") provided by the District to the City shall include the following:

- A. Provide personnel, resources and materials deemed appropriate by the District to supply the level of Services specified under this Agreement.
- B. Review and approval of all City Development Permits in terms of a compliance with the applicable Fire Code, as adopted by the City, the City Code with regard to fire protection and emergency response requirements, and applicable International Fire Protection Standards.
- C. Provide for the planning, direction and supervision of Fire Prevention activities including fire inspections, plan reviewing, code compliance with established local, state, and federal standards, fire prevention training, public education, arson investigation, and other related activities.
- D. The District Fire Marshal will provide staff support for short-term and long-range planning in terms of fire protection, fire response, and emergency response for the City of Blaine.
- E. Coordinate Fire Prevention activities with other local, state and federal agencies.
- F. Assist in the administration of the District relative to planning District operations with respect to fire prevention activities, including fire inspections, fire prevention training, pre-fire planning, public relations, arson investigation, and other related matters.
- G. Conduct and supervise fire prevention inspections.
- H. Provide onsite inspections and recommendations for compliance with appropriate Fire Code(s); prepare reports on compliance as required.
- I. Consult with developers, engineers, architects, and involved municipal agencies to ensure compliance with applicable Codes and Ordinances.
- J. Review land development plans for compliance issues related to water supply, location of fire hydrants, access roads and street naming, including the preparation of a written report to the City Planning Department regarding compliance with fire prevention and suppression, emergency services, and related requirements.
- K. Review building plans for compliance with Codes, complete necessary reports, and send letters of correction concerning compliance/violations.

- L. Determine compliance with appropriate fire and life safety codes and standards for projects submitted for plan review.
- M. Answer questions from citizens regarding development issues and adherence to applicable fire and safety codes.
- N. Work with other city and county districts and staff to ensure fire response, fire suppression, levels of service, emergency medical response concerns and related matters are identified in the plan review process and incorporated into any statements of correction.
- O. Respond to inquiries regarding proposed development projects related to fire response, fire prevention, fire suppression, levels of service, emergency medical response, and related matters.
- P. Assess and verify site conditions by field inspection as required.
- Q. Provide information to applicants and the general public regarding various permit processes and the specific requirements for fire protection systems and fire code regulations.
- R. Inspect all commercial occupancies periodically and advise as to fire preventative measures needed.
- S. Direct the implementation of new Fire Code regulations; conduct public presentations to community groups and neighborhood organizations to explain code changes and to solicit input regarding the change process; participate, if necessary, in meetings with the Fire Board of Appeals and affected City and County Planning Commissions and Councils.
- T. Assist the City of Blaine Police Department in their investigation of all fires to determine cause(s) and conduct the appropriate investigation in coordination with the City of Blaine Police Department, and involving various agencies, including the County Prosecutor for possible violations of the law.