

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE
JANUARY 3, 2024

Meetings are available remotely. Those interested in attending the meetings by computer, tablet, or smartphone may use the following link: <https://tinyurl.com/ICWorkSession>
or for voice only, **Dial by your location:** (253) 215-8782
Meeting ID: 957 0144 6335 **Passcode:** 969196

| | |
|------------|----------------------------------|
| 9:00 a.m. | Commissioners' Office |
| 9:45 a.m. | Planning & Community Development |
| 9:55 a.m. | Public Health |
| 10:25 a.m. | Public Works |

The Board of County Commissioners meets routinely in Work Session the first three Wednesdays of each month. Work Sessions are held in the Annex Building, Board of County Commissioners' Hearing Room, #B102, 1 NE 6th Street, Coupeville, WA.

Work Sessions are public meetings that provide an informal workshop format opportunity for the Board to review ongoing items with departments or to meet with other agencies, committees, or groups to discuss specific topics of mutual interest. Items are typically reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

While Work Sessions do not have time set aside for verbal public comment, written public comment is welcomed and can be directed to the Clerk of the Board by submitting comments to CommentBOCC@islandcountywa.gov. If you have questions regarding public comment, you may call (360) 679-7385. Written public comments are considered a public record.

Times for each department are approximate; a time slot scheduled for a specific department may be revised as the Work Session progresses. Because of the workshop format and time sensitivity, certain items, topics, and materials may be presented that are not included in the published agenda. **If you are interested in reviewing those documents, please contact the Clerk of the Board at (360) 679-7354.**

NOTE: Audio recordings are posted within 48 hours of the meeting date. To listen to the recording visit the [Agenda Center](#) on the Island County website.



ISLAND COUNTY COMMISSIONERS

WORK SESSION AGENDA

MEETING DATE: 1/3/2024

To: Jill Johnson, Chair
Board of Island County Commissioners

From: BOCC Staff

Amount of time requested for agenda discussion. 45 minutes

Agenda Item No.: 1

Subject: 2024 Legislative Priorities

Description: Discussion of legislative priorities for 2024 with Gordon Thomas Honeywell
Government Relations

Attachment: 2023 Legislative Priorities

Request: *(Check boxes that apply)*

- | | |
|---|---|
| <input type="checkbox"/> Move to Consent | <input checked="" type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



2023 Legislative Priorities

Emergency Generator Replacement

The County requests **\$375,000 in the capital budget** to replace a 1973 diesel generator used to energize the Island County emergency response center and County Jail. The antiquated generator, which is beyond its useful life, will be replaced with a propane-fired generator sized to power all aspects of the Island County Administrative Annex, including the emergency response center, and the County Jail. This will significantly increase the County's ability to respond to emergencies and provide services to citizens during recovery efforts. Powering the jail during an outage ensures that inmates are housed safely and humanely, and that staff can do their jobs safely.

Explore Septic/Sewer Solutions to Accommodate Housing Needs

The population of Island County is projected to grow significantly and as in most of the state, the inventory of affordable housing for working families is constrained. This growth is occurring in our unincorporated rural areas, LAMIRDs/RAIDs, and the Freeland NMUGA as well as our Urban Growth Areas. However, under the GMA, the County cannot serve unincorporated areas by sewer, and meeting growth requirements and environmental goals necessitates a transition away from individual on-site septic systems. Traditional models of sewage treatment are incompatible with many locations and would be prohibitively expensive for ratepayers. Island County does not have the staff capacity or technical expertise to identify alternative de-centralized solutions. We are seeking **\$300,000 in state operating dollars** to fund consulting services to identify alternative effluent treatment technology or regulatory solutions that would allow the County to meet projected population growth needs with innovative solutions that serve both affordable housing needs and protect our environment.

Fund Island County Transportation Needs:

Regional Ferry Needs

Island County is a coastal community that relies on the state ferry system for mobility. Without a robust and reliable ferry system, County residents lack access to essential services and travel. Island County requests full funding for regional ferry needs, including:

- Full operational funding, including staffing, to operate two ferries on the Coupeville/Port Townsend Route and Clinton/Mukilteo Route
- Second half of capital funding for a replacement ferry boat in the fleet
- Support the Joint Legislative Transportation Committee Workforce Plan for Washington State Ferries

SR-20 Shoulder Widening – Race Road to Welcher Road

This WSDOT-led project will widen the shoulder on SR-20 from Race Road to Welcher Road. In addition to safety benefits, the 4-foot shoulder will improve emergency vehicle access and bicycle and pedestrian mobility. While design is fully funded, **\$1.25 million** is needed to complete construction. Island County respectfully requests **\$1.25 million** to finish the project and requests WSDOT improvements are completed on schedule, in 2026.

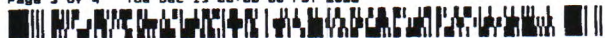


SR-20 Deception Pass Vicinity Guardrail Replacement

Guardrails along SR-20 leading up to Deception Pass Bridge are aging and do not meet current safety standards, creating a hazard for the multitude of residents and tourists that travel this stretch of road. The County and WSDOT have completed design for replacement guardrails that would both satisfy safety standards and meet historic character specifications as required for areas listed under the National Register of Historic Places. This project is in coordination with Skagit County and Deception Pass State Park. Island County requests **\$15 million** to replace the entire expanse of the aging guardrail.

Roundabout at East Camano Drive and Cross Island Road

Island County requests **\$2.4 million** to complete a roundabout at the intersection of East Camano Drive, Cross Island Road, and Arrowhead Road. The existing intersection experiences high rates of collision due to poor visibility. The total project cost is \$5.0 million. The County has included this project in their Transportation Improvement Plan and will provide \$1.7 million in local matching funds.





Island County 2023 Policies to Support/Oppose

Improve Behavioral Health Network Adequacy Standards

Managed Care Organizations (MCOs) are under contract with the state Health Care Authority (HCA) to provide behavioral health services to the entire state. Though it has been several years since the state transitioned towards community-based behavioral health treatment, the behavioral health crisis has only deepened, particularly in rural communities like Island County. Contracts must include a higher standard of care to assure that our residents have access to equitable and effective behavioral health services. To accomplish this, the Legislature should provide the HCA with the direction and authority to ensure that contracts include clearly defined level of service standards, timely access to care standards, data reporting standards and higher-level requirements for proximity of services that acknowledge urban and rural differences with the goal of providing greater accountability and oversight of the behavioral health system. Under the current managed care model, this is the best mechanism to ensure our residents are assured a higher standard of care.

Behavioral Health Capacity

Island County supports increasing state behavioral health capacity, including capital investments to bring more beds online, and taking steps to increase the available workforce.

State Funding for the Impact of Inflation on Ongoing Costs

Under the best of times, counties struggle to keep up with annual cost increases associated with inflation and population growth. In the last year the impact of inflation has effectively diminished the level of service that Island County can provide its residents. We request that the Legislature provide funding for all state mandated programs equal to the cost of inflation.

Public Records Act Reform

Island County supports any all efforts to provide relief from predatory public records requestors. While transparency is a value embraced by the County, the Legislature must recognize that current law facilitates the harassment of public employees and the enrichment of the small but impactful requestors whose sole interest is to make a living from predatory request.

Partner Capital Budget Requests

Island County supports state capital budget funding for important projects across our communities, including:

- City of Stanwood Dike Repair Project
- North Whidbey Parks and Recreation District Swimming Pool





ISLAND COUNTY PLANNING & COMMUNITY DEV.

WORK SESSION AGENDA

MEETING DATE: 1/3/2024

To: Jill Johnson, Chair
Board of Island County Commissioners

From: Mary Engle, Director

Amount of time requested for agenda discussion. 10 minutes

DIVISION: Long Range Planning

Agenda Item No.: 1

Subject: GMA Periodic Update Grant

Description: Long Range Planning has applied and received grant funds of \$350,000 from Commerce for the GMA Periodic Update.

Attachment: WA State Department of Commerce Contract #24-63335-014 for GMA Periodic Update Grant

Request: *(Check boxes that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Complete

Budget Review: In process

P.A. Review: Not Applicable



Interagency Agreement with

Island County

through

Growth Management Services

**Contract Number:
24-63335-014**

For

GMA Periodic Update Grant – FY2024

Dated: Date of Execution

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Face Sheet

Contract Number: 24-63335-014

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

| | | | |
|--|--|--|---|
| 1. Contractor Island County Planning and Community Development 1 NE 7th St Coupeville, WA 98239 | | 2. Contractor Doing Business As (as applicable) N/A | |
| 3. Contractor Representative Emily Neff Long Range Planner (360) 678-7807 e.neff@islandcountywa.gov | | 4. COMMERCE Representative Lexine Long Senior Planner (360) 480-4498 lexine.long@commerce.wa.gov <div style="float: right; text-align: right;"> PO Box 42525 1011 Plum St. SE Olympia, WA 98504 </div> | |
| 5. Contract Amount \$350,000 | 6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | | 7. Start Date Date of Execution |
| 8. End Date June 30, 2025 | | | |
| 9. Federal Funds (as applicable) N/A | | Federal Agency: N/A | |
| 10. Tax ID # N/A | | 11. SWV # SWV0000203-05 | |
| 12. UBI # 151-000-298 | | 13. UEI # N/A | |
| 14. Contract Purpose Grant funding to assist the Island County with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work & Budget. | | | |
| FOR CONTRACTOR <hr/> [NAME], [TITLE] Island County <hr/> Date | | FOR COMMERCE <hr/> Mark K. Barkley, Assistant Director Local Government Division <hr/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE | |

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

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

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

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **three hundred fifty thousand dollars (\$350,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-014. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

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

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Duplication of Billed Costs

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

Disallowed Costs

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

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Scope of Work and Budget (Attachment A) that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Scope of Work and Budget (Attachment A) that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

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

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget

General Terms and Conditions

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

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

4. ASSIGNMENT

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

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

- iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

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

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

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

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

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

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

11. RECAPTURE

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

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

12. RECORDS MAINTENANCE

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

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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

15. SUBCONTRACTING

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

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

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

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

16. SURVIVAL

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

17. TERMINATION FOR CAUSE

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

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

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

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

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

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

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

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

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

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work and Budget

| Task/Work Item | SFY 2024 Funds | SFY 2025 Funds | Deliverable |
|---|-----------------------|-----------------------|--|
| Periodic Update work plan Anticipated completion date: <i>September 30, 2023</i> | \$1,000 | \$0 | Periodic update work plan |
| Public participation plan Anticipated completion date: <i>October 31, 2023</i> | \$3,000 | \$0 | Public Participation Plan |
| Countywide Planning Policies updates including but not limited to housing allocations to jurisdictions and revision of polices to comply with new state law. Anticipated completion date: <i>January 31, 2024</i> | \$10,000 | \$0 | Adopted updates to the Countywide Planning Policies |
| Critical Areas analysis including but not limited to reviewing existing code and new state requirements for compliance. Anticipated completion date: <i>June 30, 2024</i> | \$7,000 | \$0 | Critical Areas Checklist |
| Draft Critical Areas Ordinance amendments and code updates including but not limited to environmental studies and analysis | \$10,000 | \$22,000 | Draft Critical Areas Ordinance notification email from Commerce that draft ordinance was submitted for 60-day review |
| Adopted Critical Areas Ordinance Anticipated completion date: <i>June 30, 2025</i> | \$0 | \$0 | Adopted Critical Areas Ordinance notification email from Commerce that |

| | | | |
|--|----------|----------|--|
| | | | adopted ordinance was received |
| Comprehensive plan analysis including but not limited to reviewing existing code and new state requirements for compliance. Anticipated completion date: <i>June 30, 2024</i> | \$15,000 | \$0 | Comprehensive Plan Checklist |
| Draft Comprehensive Plan amendment including but not limited to research, studies and analysis to support updated elements. Anticipated completion date: <i>June 30, 2025</i> | \$35,000 | \$30,000 | Draft Comprehensive Plan notification email from Commerce that draft ordinance was submitted for 60-day review |
| Draft Housing Element Update including studies and analysis to accommodate housing for all income levels. Anticipated completion date: <i>June 30, 2025</i> | \$20,000 | \$5,000 | Draft Housing Element notification email from Commerce that draft element is complete |
| Adopted Comprehensive Plan Amendment Anticipated completion date: <i>June 30, 2025</i> | \$0 | \$5,000 | Adopted Comprehensive Plan notification email from Commerce that adopted ordinance was received |
| Development Regulations analysis including but not limited to reviewing existing code and new state requirements for compliance. Anticipated completion date: <i>June 30, 2024</i> | \$10,000 | \$0 | Development Regulations Checklist |
| Draft Development Regulations Ordinance including but not | \$15,000 | \$40,000 | Draft Development Regulations Ordinance |

| | | | |
|--|----------|----------|--|
| limited to research, studies and analysis to support updated regulations. Anticipated completion date: <i>June 30, 2025</i> | | | notification email from Commerce that draft ordinance was submitted for 60-day review |
| Adopted Development Regulations Ordinance Anticipated completion date: <i>June 30, 2025</i> | \$0 | \$5,000 | Adopted Development Regulations Ordinance notification email from Commerce that adopted ordinance was received |
| Sub Area Plans (Clinton) including but not limited to public involvement, consideration of zoning changes, infrastructure evaluation and analysis and final reports. Anticipated completion date: <i>June 30, 2025</i> | \$35,000 | \$50,000 | Draft Comprehensive Plan Sub Area Element (Clinton) |
| Public Involvement meeting support (e.g., printed materials, advertisements, mailers, etc.) Anticipated completion date: <i>June 30, 2025</i> | \$8,000 | \$8,000 | Public Involvement summaries |
| CRM (customer relationship management) database for managing public involvement Anticipated completion date: <i>June 30, 2025</i> | \$6,000 | \$6,000 | Reports, tables, and summaries for public involvement |
| Graphics support for Final Comp Plan Anticipated completion date: <i>June 30, 2025</i> | \$0 | \$4,000 | Comp Plan design template |
| Finding that the periodic update required by RCW 36.70A.130(b) is complete | \$0 | \$0 | Resolution finding the periodic update required by RCW |

| | | | |
|--|-----------|-----------|------------------------------|
| Anticipated completion date: <i>June 30, 2025</i> | | | 36.70A.130(b) is complete |
| Total Budget | \$175,000 | \$175,000 | |
| Control Number (Total Grant Available) | \$175,000 | \$175,000 | |

Reminder: The grant breakdown includes 50% of your total grant award, for SFY 2024 (July 1, 2023 – June 30, 2024), and 50% of the total award for SFY 2025 (July 1, 2024-June 30, 2025).



ISLAND COUNTY PUBLIC HEALTH

WORK SESSION AGENDA

MEETING DATE: 1/3/2024

To: Jill Johnson, Chair
Board of Island County Commissioners

From: Shawn Morris, Director

Amount of time requested for agenda discussion. 30 minutes

DIVISION: Dept of Natural Resources

Agenda Item No.: 1

Subject: CAB Recommendation on Conservation Futures Fund

Description: Review the attached memo outlining a recent Citizen's Advisory Board (CAB) recommendation to pause Conservation Futures Fund (CFF) applications for the 2024 cycle. Discuss funding availability and 2024 CFF goals and priorities. Presented by Shawn Morris, Public Health Director, and Jen Schmitz, Natural Resources Manager

Attachment: Memorandum

Request: *(Check boxes that apply)*

- | | |
|--|---|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input checked="" type="checkbox"/> Other: <u>Guidance from the Board</u> |

DIVISION: Health Administration

Agenda Item No.: 2

Subject: Health Matters Quarterly Memo

Description: This memo provides an outline of topics for the next quarterly publication of the Health Matters newsletter for Board discussion. The goal of Health Matters is to advance community health by sharing locally relevant resources and information in clear, concise language spanning a variety of topics.

Attachment: Health Matters Memo

Request: *(Check boxes that apply)*

- | | |
|--|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |



Island County Public Health

Shawn Morris, ND – Public Health Director

1 NE 7th St, Coupeville, WA 98239

Ph: Whidbey 360-679-7350 | Camano 360-678-8261 | N Whidbey 360-240-5554

Email: Publichealth@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

December 12, 2023

TO: Board of Commissioners

FROM: Kelly Webb, Conservation Futures Fund Coordinator

Jen Schmitz, DNR Manager

Shawn Morris, Public Health Director

RE: 2024 CFF Cycle CAB Recommendation

In late November, the Citizen Advisory Board (CAB) made a recommendation to temporarily suspend the Conservation Futures Fund (CFF) application program for the 2024 cycle, with the intention of resuming in 2025. The CAB based this decision on several factors, determining that this action will provide a window to refine systems and processes. Taking a break in 2024 allows time to determine allocations for the 2023 awards and confirm available funds for future acquisitions, while building up funding for larger projects. This also allows time to integrate environmental justice and equity considerations into CAB project review criteria, while strengthening the CAB through outreach and recruitment activities. Alternately, continuing to accept applications may be a priority to community partners and making the decision to pause the cycle requires careful consideration. This recommendation is presented to the Board of County Commissioners (BOCC) and the BOCC maintains decision-making authority.

The following points outline the CAB reasoning for a 2024 CFF suspension:

- Allow time to strengthen environmental justice approaches:
 - Adding equity and climate change as part of the project evaluation criteria. Adding the criteria involves an extensive BOCC review process and amendments to the code. Taking a pause allows time for this administrative work in 2024. For the 2025 cycle, the equity criteria would then be in place for project review and evaluation. Alternately, any applications accepted in 2024 would be reviewed under the existing project evaluation criteria.
 - Create a scorecard to add to the written evaluation – which would include the criteria above.
- Funding:

- At this point we are not certain what funds will be available next year. The Freund Marsh acquisition is still in process at this time. Pausing allows time to determine 2024 funding, while rebuilding accounts to create larger fund opportunities.
- Outreach/Marketing:
 - Create a process for advertising for both CAB members and applicants. This will allow us to recruit CAB members that bring essential skills needed on the board while receiving applications that meet the current evaluation criteria as well as the new equity and climate-based criteria.



Island County Public Health

Shawn Morris, ND – Health Services Director

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Email: Publichealth@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

December 15, 2023

TO: Board of Commissioners

FROM: Shawn Morris, Public Health Director

RE: Health Matters Quarterly Publication

This memo provides an outline of topics for the next quarterly publication of the Health Matters newsletter for Board discussion. Topics are generated by reviewing recent agendas from Board of Health (BOH) meetings, as well as considering regular health observances, events, staff input from Public Health and Human Services, and health-related data. The goal of Health Matters is to advance community health by sharing locally relevant resources and information in clear, concise language spanning a variety of topics. Staff seek to apply a health equity lens in preparing content, including engaging with community-based organizations and community members to co-create messaging.

Health Matters May Issue Topic Outline

| Topic | Brief Description |
|---|---|
| Winter Wellness | Strategies to stay healthy in the winter: focus on social connection, vitamin D, winter exercise, hydration, pet grooming, preventing spread of germs. |
| Social Connection & Health | Discuss US Surgeon General's Advisory on the Healing Effects of Social Connection & Community, outline community centers, volunteer opportunities, and community events. Frame around community strengths and assets, identifying opportunities for connection and inclusion. Community partners: Chambers of Commerce, Community Centers - Camano Center Bonnie Eckley, The Center Jessica Lange, South Whidbey Community Center |
| Salt, Blood Pressure, and Health | Discuss importance of moderate sodium intake for preventive health, using provided resources. |
| Respiratory Update | Include most recent respiratory report. |
| Groundwater Program | Overview of aquifer science and groundwater monitoring/protection program. |
| Community Events Calendar | Info about upcoming Health Fairs and health-related events |



ISLAND COUNTY PUBLIC WORKS

WORK SESSION AGENDA

MEETING DATE: 1/3/2024

To: Jill Johnson, Chair
Board of Island County Commissioners

From: Esco Bell, Director

Amount of time requested for agenda discussion. 60 minutes

DIVISION: Not Applicable

Agenda Item No.: 1

Subject: Marshall Drainage Assessment

Description: Following up on the November 1, 2023, with a draft resolution, draft code change, and draft assessments representing assessments based on impervious surface area per parcel only, no base area charge. Staff requests moving the item forward to the consent agenda to schedule a public hearing with a proposed date of March 12, 2024.

Attachment: Memorandum

Draft Resolution with Exhibit A (Draft Code Changes)

Attachment 2: Draft Assessments per Parcel

Request: *(Check boxes that apply)*

- | | |
|---|---|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

(Continued on next page)

DIVISION: Solid Waste

Agenda Item No.: 2

Subject: Compost Procurement Ordinance

Description: As required by RCW 43.19A.120, *Use of compost products in projects*, local governments shall adopt a compost procurement ordinance to utilize compost products when feasible. In compliance with this requirement, pending discussion, it is hereby proposed to amend Chapter 13.02A, *Solid Waste Disposal*, by adding a new section, Chapter 13.02A.085, *Compost procurement and use*.

Attachment: Memorandum

Proposed ordinance to amend Chapter 13.02A, *Solid Waste Disposal*

RCW 43.19A.120, *Use of compost products in projects*

RCW 43.19A.150, *Cities and counties required to adopt a compost procurement ordinance-report*

Dept. of Ecology FAQ on Compost Procurement

Request: *(Check boxes that apply)*

- | | |
|---|---|
| <input checked="" type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input type="checkbox"/> None/Informational | <input checked="" type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: In process

DIVISION: Engineering

Agenda Item No.: 3

Subject: 2023 Local Road Safety Plan Awarded Projects

Description: Island County Public Works' Traffic Safety Plan (presented to the Board at the Feb. 15th, 2023, Work Session) has been awarded \$1,834,000 grant funds, via the Federal Highway Safety Improvement Program (HSIP)

Attachment: Memorandum

Project Sheets

Request: *(Check boxes that apply)*

- | | |
|--|--|
| <input type="checkbox"/> Move to Consent | <input type="checkbox"/> Move to Regular |
| <input checked="" type="checkbox"/> None/Informational | <input type="checkbox"/> Schedule a Public Hearing |
| <input type="checkbox"/> Signature Request | <input type="checkbox"/> Other: _____ |

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable

(Continued on next page)

DIVISION: Engineering

Agenda Item No.: 4

Subject: 2024 – 2029 Transportation Improvement Plan (TIP) Amendments - DRAFT

Description: Proposed 2024 – 2029 TIP Amendments DRAFT

Attachment: Memorandum

Proposed 6-year TIP (2024-2029) Amendment – DRAFT

Proposed New Project Sheets

Request: *(Check boxes that apply)*

☒ Move to Consent

☐ Move to Regular

☐ None/Informational

☐ Schedule a Public Hearing

☐ Signature Request

☐ Other: _____

IT Review: Not Applicable

Budget Review: Not Applicable

P.A. Review: Not Applicable



Island County Public Works

Ed Sewester, P.E., County Engineer

1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: Ed.Sewester@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

January 3, 2024

TO: BOCC

FROM: James Sylvester / Public Works Engineer

RE: Marshall Drainage Assessment

At the Nov. 1, 2023, Work Session the Board directed that the proposed assessments for properties within the Marshall Drainage District be based on the amount of impervious surface area for each parcel,

It was also directed to retain the program of credits which provides credits for those who meet the qualifications for either being poor and infirm, or for those who have completed on-site surface water mitigation. (Island County Code 15.02.075).

Attached are a draft resolution adopting the new rates, draft code change reflecting the new rates, and an exhibit listing the proposed charges per parcel.

It is recommended that this package be scheduled for a public hearing.

Previous Meetings:

- 11/1/2023 Discussed two assessment methods, the method originally used which was included a 10% area charge and a 90% impervious area charge per parcel and a new method of 100% impervious area charge. Retaining a program of credits was also discussed. The Board directed staff to move forward with the new method of 100% impervious area per parcel charge and to retain the Program of Credits in the code.
- 10/11/2023 Discussed feedback from the September open house and methods of assessing the charges. Board requested information on an assessment based 100% on the amount of impervious surface area per parcel.
- 9/14/2023 Open House in Clinton
- 7/19/2023 Discussed minimum and maximum assessment limits. Board direction was to apply a \$26 minimum and no maximum on annual capital charges.

Discussed rescission of the Program of Credits, Board direction at the time seemed to indicate to move forward with the rescission.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON**

| | | |
|----------------------------------|---|---------------------------|
| IN THE MATTER OF AMENDING |) | RESOLUTION C-XX-23 |
| ISLAND COUNTY CODE 15.02, |) | R-XX-23 |
| STORM AND SURFACE WATER |) | |
| UTILITY |) | |

WHEREAS, Island County previously adopted Ordinance R-55-95 establishing the Marshall Storm and Surface Water Utility (Utility) on December 19th, 1995, and

WHEREAS, Infrastructure was installed in 1996 and

WHEREAS, Island County previously adopted Ordinance R-07-17 on February 21st, 2017, providing a \$20,000 interfund loan from the Real Estate and Excise Tax Fund to the Utility to repair an unanticipated pump failure and

WHEREAS, the County did not previously apply an assessment to property owners within the Utility district to repay the 2017 loan and

WHEREAS, Island County previously adopted Ordinance R-41-22 reissuing the 2017 loan on December 13th, 2022, and

WHEREAS, Island County previously adopted Ordinance R-27-23 issuing a loan for immediate repairs on August 1, 2023, and

WHEREAS, it is anticipated that regular replacement of the three pumps installed in the Utility will be required and

WHEREAS, the need for additional infrastructure has been identified, ~~and~~

~~**WHEREAS**, the Program of Credits is no longer needed,~~

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of Island County Commissioners, in consideration of the above findings of fact: That Island County Code Chapter 15.02, ~~Sections 15.02.070 C and 15.02.075 are rescinded and~~ Sections 15.02.010 B and E, 15.02.070 A, and Section 15.02.080 B are amended to read as contained on the attached "Exhibit A" is hereby adopted. Material interlineated is deleted and material underlined is added

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Exhibit A

Chapter 15.02 - Storm and Surface Water Utility

- **15.02.010 - Purpose and intent.**

A.

The county finds that real property in the Marshall Drainage Basin contributes to a common drainage problem resulting from storm and surface water run-off; that all real property in the Marshall Drainage Basin will benefit from mitigation of the destructive forces and/or general nuisance, as well as the correction of health and safety hazards created by excessive stormwater runoff; and that improvements in the Marshall Drainage Basin are necessary to promote public health, safety and welfare.

B.

The county has adopted a stormwater management program pursuant to Ordinance R-12-95 to address stormwater management issues in the Marshall Drainage Basin and has completed the capital improvements outlined in ~~developed the Marshall Drainage Basin Plan, which recommends capital improvements needed to~~ mitigate the effects of stormwater runoff, including but not limited to flooding, in the Marshall Drainage Basin. Additional capital improvements were identified in 2022.

C.

Based on the Marshall Drainage Basin Plan, which is on file with the County Department of Public Works and is hereby incorporated herein by this reference, the county has determined that property, businesses and residents within the Marshall Drainage Basin will benefit from and/or will receive service from the improvements described in the Marshall Drainage Basin Plan.

D.

The county finds that each owner of a parcel of real property within the Marshall Drainage Basin should pay for a pro rata share of the cost of constructing, operating, maintaining, repairing, improving and replacing drainage facilities described in the Marshall Drainage Basin Plan in accordance with that plan.

E.

The county finds that maintenance and operation ("M & O") charges are necessary for the ongoing administration of the utility created by this chapter, as well as for the inspection and maintenance of surface water facilities. ~~The Marshall Drainage Basin Plan recommended specific maintenance frequencies and an initial annual maintenance cost, as one component of the M & O charge.~~ The M&O charge includes an amount

applied towards funding for regular replacement of the pumps and pump controller. In addition to those maintenance costs, administrative costs for managing utility operations include activities such as billing, accounting and periodic review and adjustment of the utility rate, which costs are included in the M & O charges.

F.

The county finds that the intensity of development on all parcels of real property, including the square footage of impervious surface area, is an appropriate and reasonable basis for determining a particular parcel's contribution to the problem of storm and surface water run-off.

G.

The utility created in this chapter shall include only such systems or programs created by the county and does not provide for a county-wide system of rates and charges.

(Ord. C-106-95/R-55-95, December 18, 1995, vol. 39, p. 247; amended by Ord. C-124-05 [R-48-05], November 28, 2005, effective January 1, 2006, vol. 2005, p. 396)

([Ord. No. C-66-19](#), Exh. A, 9-17-2019, eff. 10-2-2019)

- **15.02.020 - Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

Impervious surface means surface area that prevents or impedes infiltration of water into the soil mantle; or retards the infiltration of water into the soil mantle such that it causes water to run off the surface in greater quantities or at a greater rate of flow than under natural conditions. Common impervious surfaces include roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, and oiled surfaces. Open, uncovered retention/detention facilities are not considered impervious surfaces.

Parcel shall mean the smallest separately segregated unit or plot of land having an identified owner, identified boundaries, and surface area documented for tax purposes and given a tax account (lot) number by the Island County Assessor. The term "parcel" shall not include tracts of land that are no more than twenty-five (25) feet wide at their widest point and are also too narrow to be developed under applicable laws.

Storm and surface water facility shall mean any component of the county storm and surface water system.

Utility or **system** shall mean the Marshall Drainage Basin Program created pursuant to Ordinance No. R-12-95 and the Marshall Drainage Basin Plan developed to implement the program, and such other systems and plans as may be added from time to time.

(Ord. C-106-95/R-55-95, December 18, 1995, vol. 39, p. 247; amended by Ord. C-111-11 [PLG-009-11], November 14, 2011, vol. 2011, p. 210)

- **15.02.030 - Potential hazard declared; utility created.**

The Board of County Commissioners finds and declares that absent effective regulation and control, existing storm and surface water drainage conditions in the county constitute a potential hazard to health, safety and property of county inhabitants. Therefore, the county hereby creates a storm and surface water utility to mitigate these potential hazards. The utility hereby created shall not be a county-wide utility, and this chapter does not provide for a county-wide system of rates and charges. The utility created pursuant to this chapter shall only include such systems and programs as the county may create from time to time.

(Ord. C-106-95/R-55-95, December 18, 1995, vol. 39, p. 247)

- **15.02.040 - Marshall Drainage Basin storm and surface water system.**

The utility created pursuant to this chapter includes the Marshall Drainage Basin program. The boundaries of the Marshall Drainage Basin are described in the Marshall Drainage Basin plan on file in the Department of Public Works. The boundaries and features of the Marshall Drainage Basin are also reflected on maps included in the Marshall Drainage Basin plan. The Marshall Drainage Basin system shall include all property, property interests, physical and intangible rights of every kind or nature owned or held by the county, however acquired, insofar as they relate to or concern storm or surface water affecting the Marshall Drainage Basin, further including without limitation all such property, interests and rights the county has acquired by adverse possession or by prescription, directly or through another, in and to the drainage or storage facilities, or both, of storm or surface waters, or both, through, under or over land, landforms, watercourses, sloughs, streams, ponds, rivers, lakes, or swamps, all beginning, in each case or instance at a point where storm or surface waters first enter the Marshall Drainage Basin system and ending in each case or instance at a point where such storm or surface waters exit from the Marshall Drainage Basin system, and in area to the full extent of inundation caused by any storm or flood conditions affecting the Marshall Drainage Basin.

(Ord. C-106-95/R-55-95, December 18, 1995, vol. 39, p. 247)

- **15.02.050 - Property transferred to stormwater program.**

The Director of Public Works may specify and value certain facilities that serve the Marshall Drainage Basin. In addition, for purposes of RCW 43.09.210, any such facilities are hereby transferred to the system and are subject to the administration of the Department of Public Works in accordance with this chapter and the Marshall Drainage Basin Stormwater Program adopted under Ordinance R-12-95.

(Ord. C-106-95/R-55-95, December 18, 1995, vol. 39, p. 247)

- **15.02.060 - Utility administered by Department of Public Works.**

The utility shall be administered by the Department of Public Works in such a manner as the Board of County Commissioners shall provide by ordinance or by resolution. The failure to pass or adopt such a resolution shall not affect the validity of this chapter.

(Ord. C-106-95/R-55-95, December 18, 1995, vol. 39, p. 247)

- **15.02.070 - System of charges.**

A.

The county hereby imposes the following system of charges on parcels of real property within the county located within the Marshall Drainage Basin and that benefit from or are served by the county storm and surface water system. The charges are found to be reasonable and necessary to fund administration, planning, design, construction, operation, maintenance, repair, improvement, and replacement of all existing and future storm and surface water facilities, including the accumulation of reserves and the retirement of any associated debt. The charges below are in accordance with the Marshall Drainage Basin Plan and are based on parcel size and the amount of impervious surface area per parcel.

~~1A.~~

~~Parcels of less than one half (1/2) acre with a dwelling unit shall pay a one-time, capital charge of one thousand nine hundred fifteen dollars and fifty nine cents (\$1,915.59) in accordance with section 15.02.070.A.7.~~

~~1B.~~

~~As an alternative to subsection 1A., above, parcels of less than one half (1/2) acre with a dwelling unit shall pay an annual capital charge of one hundred sixty two dollars and eighty three cents (\$162.83) per year beginning in 1997, as such charge may be adjusted from time to time.~~

~~2A.~~

~~Parcels of less than one half (1/2) acre without a dwelling unit shall pay a one-time capital charge of one thousand one hundred twenty nine dollars and forty one cents (\$1,129.41) in accordance with section 15.02.070.A.7.~~

~~2B.~~

~~As an alternative to subsection 2A., above, parcels of less than one half (1/2) acre without a dwelling unit shall pay an annual capital charge of ninety six dollars (\$96.00) per year beginning in 1997, as such charge may be adjusted from time to time.~~

~~3.1.~~

All other parcels shall pay one-time capital charges an amount determined in accordance with the Marshall Drainage Basin plan based on an area capital charge of one hundred ninety nine dollars and sixty six cents (\$199.66) forty nine dollars and five cents (\$49.05) per acre plus an impervious surface area capital charge of twenty three thousand twenty eight dollars and one cent (\$23,028.01) six-thousand four-hundred seventy-five and sixty-three cents (\$6,475.63) per acre of impervious area, which These charges shall be due and paid in accordance with section 15.02.070.A.7. However, in lieu of the one time capital charges described in this section, owners of such parcels shall make-made in annual capital charge payments beginning in 2025 for a period of 5 years, in accordance with the Marshall Drainage Basin plan, as such charges may be adjusted from time to time.

4.2.

All capital charges and M & O charges imposed by this chapter shall be due and payable in accordance with instructions included in billings. Charges due in a given year are due and payable in two (2) installments in accordance with those instructions. If one-half ($\frac{1}{2}$) of the total amount due is not paid by the due date indicated on the billing statement, interest shall be charged on the entire balance from the date of delinquency. All capital charges and M & O charges due in a given year, plus accrued interest, if applicable, must be paid by the date indicated on the billing for the second-half payment. Any charges that have not been paid by the applicable due date are delinquent.

5.3.

The minimum total annual capital charge ~~or the minimum one time capital charge~~ for any parcel in the Marshall Drainage Basin shall be ~~ninety-six dollars (\$96.00) per year or one thousand one hundred twenty nine dollars and forty one cents (\$1,129.41) respectively.~~ twenty-six dollars (\$26.00) per year beginning in 2025 for a period of 5 years. The maximum annual capital charge ~~or the maximum one time capital charge~~ shall be ~~four hundred dollars (\$400.00) per year or four thousand seven hundred five dollars and eighty eight cents (\$4,705.88) respectively.~~ Such charges may be adjusted from time to time.

6.

~~To the extent the impervious surface area on any parcel increases in a particular year, as determined by the Director of Public Works or the director's designee, the charges applicable to such parcel shall be increased as follows. In no event shall charges be reduced under this subsection. If the parcel owner has paid a one time capital charge for the parcel, the parcel owner shall also pay the one time capital charge in effect at the time of the determination that the impervious surface area of the parcel increased minus the amount of the one-time capital charge already paid with respect to the parcel. If the parcel owner pays annual capital charges with respect to the parcel, the parcel owner shall pay the increased annual capital~~

~~charges applicable to the parcel at the time of the determination that the impervious surface area of the parcel increased.~~

~~Increases imposed pursuant to this subsection shall be due and payable in accordance with this chapter and instructions included with bills.~~

~~7.~~

~~If a property owner has not paid one-time capital charges in full by the due dates for the second-half payment in 1997, such owner shall be deemed to have elected to pay annual capital charges in lieu of one-time capital charges. With respect to parcels for which capital charges have not been paid in full in 1997, owners of such parcels may request in writing that the Department of Public Works determine the amount required to pay capital charges owed on a parcel in full. Upon payment of the full amount of the capital charges (plus related charges such as taxes and interest, if any), the parcel owner shall no longer owe capital charges under [section 15.02.070](#), subsections A.1A. through 5, but shall continue to be responsible for M & O charges and other applicable charges.~~

~~8.4.~~

~~County roads shall be charged in accordance with the Marshall Drainage Basin plan. State roads shall be charged in accordance with the plan and applicable statutes.~~

~~9.5.~~

~~In addition to the rates above, all parcels, all or a portion of which are located in the Marshall Drainage Basin, shall be charged and shall pay annually, beginning in 1996 2025, a thirty ~~forty-five~~ dollar (\$~~30~~ 45.00) M & O charge as well as any taxes applicable to the utility or its services.~~

~~10.6.~~

~~Any tract of land for which the Island County Assessor has assigned two (2) tax identification numbers as a result of a property owner's eligibility for a property tax exemption under RCW 84.36.381 shall be charged as a single parcel under this chapter.~~

B.

In addition to the charges set forth above, the county may establish water quality charges for the purpose of financing, monitoring, testing, treatment and control of pollutant discharges into the Marshall Drainage Basin system. The Director of Public Works is authorized to develop a plan for such charges.

C.

The county may consider establishing a system of rate reductions and/or credits, and the Director of Public Works is authorized to review the feasibility of and make recommendations regarding such system of rate reductions and/or credits.

(Ord. C-106-95/R-55-95, December 18, 1995, vol. 39, p. 247; amended by Ord. C-21-96, April 15, 1996, vol. 39, p. 429; amended by Ord. C-67-96, December 2, 1996, vol. 40, p. 205; amended by Ord. C-13-98, March 16, 1998, vol. 42, p. 21; amended by Ord. C-124-05 [R-48-05], November 28, 2005, effective January 1, 2006, vol. 2005, p. 396)

([Ord. No. C-66-19](#), Exh. A, 9-17-2019, eff. 10-2-2019)

- **15.02.075 - Program of credits established—Purpose—Qualifications—Amount.**

A.

A program of credits to partially offset the charges imposed under [section 15.02.070](#) for parcel owners who meet the qualifications of this section is established in order to provide necessary support for the poor and infirm. The Department of Public Works is authorized and directed to administer the program in accordance with this chapter.

B.

Any person receiving a billing statement for capital charges and making a timely payment therefore may apply to the Public Works Department for a rate adjustment for qualified on-site mitigation that exceeds county standards and/or parcel-specific characteristics that significantly affect run-off.

1.

The burden of proof shall be on the applicant to show that the rate adjustment sought should be granted. Requirements of admissible documentation shall be determined by the Public Works Department.

2.

Applications for rate adjustment must include a deposit sufficient to cover the utility's cost of review. The deposit shall be refunded in full if the adjustment is granted. If the adjustment is not granted, only the unused portion of the deposit, if any, shall be refunded.

3.

To be effective for the current billing year, applications for rate adjustment must be made by July 15. Applications received after July 15 shall only be effective for subsequent years. If the Public Works Department grants an adjustment which reduces the charge for the current year, the applicant shall be refunded the amount overpaid.

4.

Decisions of the Public Works Department on requests for rate adjustments may be appealed to the hearing examiner within twenty (20) days of the decision date. Provisions for appeals are provided for in [section 15.02.130](#).

C.

To implement the program provided for in section 15.02.075.A., credits as set forth in section 15.02.075.E. shall be issued to each person who shows satisfactory proof that he or she is the owner of a parcel subject to the charges under [section 15.02.070](#) and:

1.

Receives supplemental security income pursuant to 42 USC Sections 1381 through 1383; or

2.

Resides in a household whose annual income together with all household members does not exceed 125 percent of the poverty level for the number of individuals in the household as computed annually by the U.S. government or the county; or

3.

Resides in a household whose annual income together with all household members does not exceed seventy (70) percent of the Washington State median income for the number of individuals in the household as computed annually by the state or the county and is the parcel owner and is:

a.

Blind;

b.

Sixty-five (65) years of age or older;

c.

Disabled and receives funds from a disability program as a result of a disability that prevents him or her from working, consistent with the requirements of 42 USC Section 401 et seq.; or

d.

Requires medical life-support equipment which utilizes mechanical or artificial means to sustain, restore, or supplant a vital function.

D.

Applicants shall verify such information and shall provide such other data as is deemed appropriate upon forms and in the manner determined by the Department of Public Works.

E.

Individuals meeting one (1) or more of the qualifications in section 15.02.075.C. from and after the effective date of this section shall receive a credit equal to fifty (50) percent of the applicable annual capital charge under section 15.02.070 as well as a credit equal to one hundred (100) percent of the applicable M & O charges under section 15.02.070.A.9. Credits shall be applied to reduce annual capital charges and to cover the M & O charges due with respect to a particular parcel.

F.

The Department of Public Works is further authorized to enter into a payment plan with individuals who are eligible for credits under section 15.02.075.C. evidenced by a note or notes and secured by a deed of trust on the parcel for which charges are owed. The deed of trust shall provide for non-judicial foreclosure in the event that the owner of the parcel defaults under the payment plan. The note shall include administrative costs related to executing the note and deed of trust.

G.

Credits are not transferable. If a parcel is sold to an entity or to an individual who does not qualify for a credit under section 15.02.075, the individual or entity shall pay the full annual capital charge from and after the date of the transfer. In addition, the non-qualifying owner shall pay all M & O charges and all other charges imposed under this chapter from and after the date of transfer.

(Ord. C-13-98, March 16, 1998, vol. 42, p. 21; amended by Ord. C-124-05 [R-48-05], November 28, 2005, effective January 1, 2006, vol. 2005, p. 396)

([Ord. No. C-66-19](#), Exh. A, 9-17-2019, eff. 10-2-2019)

- **15.02.080 - Measurement of impervious surface area.**

A.

The Director of Public Works or designee shall determine the number of square feet of impervious surface on all parcels larger than one-half ($\frac{1}{2}$) acre and the total surface area of each parcel of real property, through the records of the island County Assessor and through aerial photographs and such other methods as the Director of Public Works may determine.

B.

The Director of Public Works or designee shall update such impervious surface area determinations ~~at least every twelve (12) months~~ as necessary. The Director of Public Works or the director's designee shall reclassify property for purposes of the charges imposed pursuant to this chapter based on relevant changes in the characteristics of the property. For purposes of carrying out the requirements of this chapter, the Director of

Public Works or the director's designee is hereby granted a right of entry to private property, provided that the owner of such property consents to the entry.

(Ord. C-106-95/R-55-95, December 18, 1995, vol. 39, p. 247)

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Marshall Drainage Basin Service Charge List

| 2023 Infrastructure Project Assessment | | |
|--|--------|------------|
| Pump Replacement | | \$ 45,000 |
| Seashell Court Drainage | | \$ 40,000 |
| Tide Gate Replacement | | \$ 40,000 |
| Repay 2017 Loan | | \$ 20,000 |
| | Total: | \$ 145,000 |

Minimum Annual Capital Charge \$26
Maximum Annual Capital Charge None
Capital Charges Period 5 years, 2025 - 2029

Annual Maintenance and Operation Cost \$45

| County Contributions | Total Capital Charge |
|---------------------------|----------------------|
| County Road Fund: | \$ 53,229.64 |
| Total County Contribution | \$ 53,229.64 |

Total number of parcels: 166
Total Parcel Utility Charge Contribution: \$ 97,808.33
County and Parcel Contribution Total \$151,037.97

* Total Annual Charge = Annual Capital Charge + Annual Maintenance and Operation Cost

| Parcel No. | Name | Total Capital Charge | *Total Annual Charge |
|------------------|--|----------------------|----------------------|
| S7775-02-00004-0 | ALLEN, REBECCA MARIE | \$ 217.44 | \$ 81.97 |
| S7775-02-00015-0 | AMICK, SCOTT GIBBONS & DAVID CLAIR BAKER | \$ 679.92 | \$ 160.59 |
| S6330-00-00053-0 | ANDERSON, ARNIE J | \$ 382.22 | \$ 109.98 |
| R42931-455-1280 | ANDERSON, KATHLEEN L | \$ 766.38 | \$ 175.29 |

Marshall Drainage Basin Service Charge List

| Parcel No. | Name | Total Capital Charge | *Total Annual Charge |
|------------------|---|----------------------|----------------------|
| S7775-02-00005-0 | ARNOLD, ELIZABETH A | \$ 152.94 | \$ 71.00 |
| S7775-02-00008-0 | ARNOLD, ELIZABETH A | \$ 586.77 | \$ 144.75 |
| S6330-00-00013-0 | BAGBY, MICHAEL | \$ 277.22 | \$ 92.13 |
| S6330-00-00055-0 | BARKER, ROBERT & BERNICE BARKER | \$ 354.83 | \$ 105.32 |
| S7775-00-00011-0 | BARSTOW, KENNETH & CYNTHIA BARSTOW | \$ 152.94 | \$ 71.00 |
| S7775-00-00012-0 | BARSTOW, KENNETH & CYNTHIA BARSTOW | \$ 152.94 | \$ 71.00 |
| S7775-00-00013-0 | BARSTOW, KENNETH & CYNTHIA BARSTOW | \$ 337.34 | \$ 102.35 |
| S7775-00-00014-0 | BARSTOW, KENNETH & CYNTHIA BARSTOW | \$ 152.94 | \$ 71.00 |
| S7775-00-00015-0 | BARSTOW, KENNETH & CYNTHIA BARSTOW | \$ 152.94 | \$ 71.00 |
| S7775-00-00001-0 | BELL TRUSTEE, JACK W & PAMELA BELL TRUSTEE | \$ 790.21 | \$ 179.34 |
| S6330-00-00069-0 | BENSON-BURTON, TIFFANY | \$ 343.00 | \$ 103.31 |
| R32936-114-2920 | BORGMAN, ARLEE SUE & PETER BORGMAN | \$ 829.85 | \$ 186.07 |
| S7775-02-00025-0 | BROWN, JOY A | \$ 219.05 | \$ 82.24 |
| S6330-00-00025-0 | BURDGE, HANNAH R & JOHN R DAVISON | \$ 505.92 | \$ 131.01 |
| R32936-297-1680 | C & K PROPERTIES INC & ATTN: H KELLEY BURROUGHS | \$ 351.12 | \$ 104.69 |
| R32936-299-2320 | C & K PROPERTIES INC & ATTN: H KELLEY BURROUGHS | \$ 152.94 | \$ 71.00 |
| R42931-474-1270 | CARDWELL, THOMAS R | \$ 362.62 | \$ 106.65 |

Marshall Drainage Basin Service Charge List

| Parcel No. | Name | Total Capital Charge | *Total Annual Charge |
|------------------|---|----------------------|----------------------|
| S7775-00-00007-0 | CARRON, LAURIE | \$ 223.66 | \$ 83.02 |
| S6330-00-0000A-1 | CASCADE VIEW COMMUNITY CLUB | \$ 152.94 | \$ 71.00 |
| S6330-00-0000C-0 | CASCADE VIEW COMMUNITY CLUB | \$ 1,856.65 | \$ 360.63 |
| S6330-00-0000E-0 | CASCADE VIEW COMMUNITY CLUB | \$ 185.27 | \$ 76.50 |
| S7775-00-00019-0 | CASPER, JULIE & RODNEY D CASPER | \$ 163.67 | \$ 72.82 |
| S7775-00-00020-0 | CHASE TRUSTEE, BARBARA J | \$ 383.35 | \$ 110.17 |
| R32936-459-4630 | CLINTON WATER DISTRICT & BOARD OF COMMISSIONERS | \$ 1,499.38 | \$ 299.89 |
| S6330-00-00020-0 | COOPER TRUSTEE, WILLIAM M & DELORES A COOPER | \$ 152.94 | \$ 71.00 |
| S6330-00-00040-0 | COOPER, DR G | \$ 152.94 | \$ 71.00 |
| S6330-00-00028-0 | COTTRELL, DOUGLAS M / PAMELA | \$ 403.28 | \$ 113.56 |
| S7775-02-00013-0 | DAVIS, RICHARD T | \$ 327.35 | \$ 100.65 |
| S7120-00-00022-0 | DEAVER, ROY P | \$ 4,138.33 | \$ 748.52 |
| R42931-351-0440 | DIXON, ANGIE L | \$ 970.60 | \$ 210.00 |
| R32936-117-0970 | DODGE, RICHARD KELLY | \$ 387.06 | \$ 110.80 |
| S6330-00-00002-0 | DOWNS, ORAN G | \$ 573.59 | \$ 142.51 |
| S7775-02-00001-0 | DREW, BILLYE L | \$ 252.81 | \$ 87.98 |
| S7775-00-00018-0 | DUNCAN, NANCY A | \$ 196.78 | \$ 78.45 |

Marshall Drainage Basin Service Charge List

| Parcel No. | Name | Total Capital Charge | *Total Annual Charge |
|------------------|--|----------------------|----------------------|
| R32936-235-1650 | DYNES TRUSTEE, LAWRENCE M & A LYNN DYNES TRU | \$ 812.48 | \$ 183.12 |
| S7120-00-00032-0 | ECKBERG UNDIV 1/2 INT, RODNEY | \$ 650.10 | \$ 155.52 |
| R42931-511-0600 | FERNANDES JUDITH P & CHADWICK KNOWLES, MARYA | \$ 10,182.06 | \$ 1,775.95 |
| S6330-00-00003-0 | FERREL, PATRICK J & BLYTHE E FERREL | \$ 573.60 | \$ 142.51 |
| R42931-458-0930 | FITZSIMMONS, KELLY T | \$ 195.00 | \$ 78.15 |
| S6330-00-00058-1 | FITZSIMMONS, KELLY T | \$ 152.94 | \$ 71.00 |
| S6330-00-00011-0 | FREITAS TRUSTEE, RICHARD LEE & MICKIE RAE FREITA | \$ 556.31 | \$ 139.57 |
| S6330-00-00010-0 | FREITAS, RICHARD L & MICKIE R FREITAS | \$ 152.94 | \$ 71.00 |
| R32936-278-4950 | FRENCH, BENJAMIN & EYLEEN CAROLYN UCULMANA | \$ 532.59 | \$ 135.54 |
| S7775-02-00011-0 | GADBOIS, GLORIA J | \$ 156.94 | \$ 71.68 |
| S6330-00-00023-0 | GARDNER, BENJAMIN R & JENNIFER L MEYER | \$ 316.15 | \$ 98.75 |
| R32936-375-5100 | GISWOLD, SARA J | \$ 152.94 | \$ 71.00 |
| R42931-454-0940 | GOEHNER FINANCIAL MANAGEMENT, LLC | \$ 152.94 | \$ 71.00 |
| R42931-460-1050 | GOEHNER, KEVIN AND PENNY | \$ 327.33 | \$ 100.65 |
| S6330-00-00009-0 | GRANBERG, JULIE A | \$ 177.28 | \$ 75.14 |
| R42931-468-1270 | GRAY TRUSTEE, KRISTINE KAY JOHNSON | \$ 559.26 | \$ 140.07 |
| S6330-00-00019-0 | GROSS, GARY A | \$ 152.94 | \$ 71.00 |

Marshall Drainage Basin Service Charge List

| Parcel No. | Name | Total Capital Charge | *Total Annual Charge |
|------------------|---|----------------------|----------------------|
| S7775-02-00020-0 | GURRY, BRIAN M & MARY H GURRY | \$ 375.23 | \$ 108.79 |
| S6330-00-0000A-2 | HAGSTROM, DENNIS | \$ 152.94 | \$ 71.00 |
| S6330-00-0000A-3 | HAGSTROM, DENNIS | \$ 343.19 | \$ 103.34 |
| R32936-359-3310 | HAMACK, PAIGE FRANCES | \$ 152.94 | \$ 71.00 |
| R32936-422-3300 | HAMACK, PAIGE FRANCES | \$ 166.36 | \$ 73.28 |
| S6330-00-00071-0 | HANNEMAN, STEPHEN M | \$ 541.21 | \$ 137.01 |
| S7120-00-00024-0 | HANSEN, ROBERT A & VALERIE A HANSEN | \$ 882.71 | \$ 195.06 |
| S6330-00-00032-0 | HARDECKE, RACHEL K & PETER M HAYES | \$ 378.67 | \$ 109.37 |
| S7120-00-0000A-0 | HIGHLAND MEADOWS COMM CLUB | \$ 152.94 | \$ 71.00 |
| R32936-154-1680 | HOLBROOK JTWROS, NANCY J & JENNY M HOLBROOK J | \$ 462.29 | \$ 123.59 |
| S6330-00-00037-0 | HULTGREN, TODD W & JULIE A HULTGREN | \$ 550.46 | \$ 138.58 |
| S6330-00-00054-0 | HULTGREN, TODD W & JULIE A HULTGREN | \$ 355.64 | \$ 105.46 |
| R32936-098-3640 | HUNTER ET AL, DANIEL & HEIDI HUNTER | \$ 152.94 | \$ 71.00 |
| R32936-164-3620 | HUNTER ET AL, DANIEL & HEIDI HUNTER | \$ 152.94 | \$ 71.00 |
| R42931-494-0170 | ISLAND COUNTY & STORM & SURFACE WATER | \$ 152.94 | \$ 71.00 |
| R32936-181-2970 | JULLIAN I YOMNICK REVOCABLE FAMILY TRUST | \$ 705.75 | \$ 164.98 |
| S6330-00-00036-0 | KAUL, STEPHEN M & CARYN J KAUL | \$ 314.36 | \$ 98.44 |

Marshall Drainage Basin Service Charge List

| Parcel No. | Name | Total Capital Charge | *Total Annual Charge |
|------------------|--|----------------------|----------------------|
| R32936-187-1620 | KEITH, CAVEN J | \$ 880.33 | \$ 194.66 |
| S7775-02-00022-0 | KIEFER, DOUGLAS D | \$ 156.39 | \$ 71.59 |
| R32936-345-4610 | KILUNG FOUNDATION | \$ 276.86 | \$ 92.07 |
| R32936-377-4460 | KILUNG FOUNDATION | \$ 4,826.21 | \$ 865.46 |
| S6330-00-00004-0 | LAMBERT TRUSTEE, WAYNE A & ANNETTE M LAMBER1 | \$ 493.86 | \$ 128.96 |
| S6330-00-00059-0 | LAMBERT TRUSTEE, WAYNE A & ANNETTE M LAMBER1 | \$ 215.05 | \$ 81.56 |
| S6330-00-00035-0 | LANDBOE, KNUT A & TRACY G LANDBOE | \$ 429.95 | \$ 118.09 |
| S7775-00-00016-0 | LINDER, ROBERT | \$ 246.92 | \$ 86.98 |
| R42931-459-1150 | LINDER, ROBERT & PAULINE LINDER | \$ 1,356.31 | \$ 275.57 |
| S6330-00-00005-0 | LIVINGSTON, RICKY & PENNY LIVINGSTON | \$ 495.85 | \$ 129.30 |
| R42931-462-1280 | LIVINGSTONE TRUSTEE, BRUCE & DANA KENNY TRUSTE | \$ 584.16 | \$ 144.31 |
| R42931-398-0400 | LUCU, RICHARD N | \$ 152.94 | \$ 71.00 |
| S6330-00-00062-0 | LUCU, RICHARD N | \$ 212.95 | \$ 81.20 |
| S6330-00-00051-0 | MALECKI, MICHAEL J & LYNNE S MALECKI | \$ 289.99 | \$ 94.30 |
| R32936-150-2300 | MANNING, THOMAS & GAIL M MANNING | \$ 1,096.12 | \$ 231.34 |
| S6330-00-00046-0 | MASCHMEDT, ROBERT | \$ 976.91 | \$ 211.08 |
| R42931-399-1380 | MASCHMEDT, ROBERT H | \$ 530.13 | \$ 135.12 |

Marshall Drainage Basin Service Charge List

| Parcel No. | Name | Total Capital Charge | *Total Annual Charge |
|------------------|--|----------------------|----------------------|
| R42931-458-0210 | MAST, ROBERT E | \$ 1,672.89 | \$ 329.39 |
| R32936-148-2950 | MCDOWELL, SUZANNE B | \$ 1,266.43 | \$ 260.29 |
| S7120-00-00025-0 | MCMAHON, MICHAEL S | \$ 964.80 | \$ 209.02 |
| R32936-210-1650 | MCVAY, CALLAHAN C | \$ 905.14 | \$ 198.87 |
| S6330-00-00039-0 | MICHALAK, DAVID | \$ 330.53 | \$ 101.19 |
| S6330-00-00043-0 | MICHALAK, DAVID | \$ 152.94 | \$ 71.00 |
| R42931-398-1040 | MILLER LIFE ESTATE, PEGGY J & WILLIAM F BANDY JR E | \$ 152.94 | \$ 71.00 |
| S6330-00-00034-0 | MILLER LIFE ESTATE, PEGGY J & WILLIAM F BANDY JR E | \$ 152.94 | \$ 71.00 |
| S6330-00-00030-0 | MILLER, MICHAEL S & ELIZABETH A MILLER | \$ 152.94 | \$ 71.00 |
| R42931-379-0720 | MOORE JR, PHILIP E | \$ 1,430.12 | \$ 288.12 |
| S6330-00-00017-0 | MORGAN, WENDY A | \$ 214.41 | \$ 81.45 |
| R32936-313-4610 | MORPHEW ALICIA & MORPHEW KAROL | \$ 2,022.18 | \$ 388.77 |
| S7120-00-00003-0 | MURPHY, NICHOLAS & AMANDA MURPHY | \$ 453.53 | \$ 122.10 |
| S7120-00-00033-2 | NAPOLI, MICHAEL & ELIZABETH NAPOLI | \$ 1,347.27 | \$ 274.04 |
| S7775-00-00004-0 | NEHRING, NADJA S & MICHAEL P NEHRING | \$ 180.34 | \$ 75.66 |
| R32936-230-2620 | NEWMAN, MELISSA | \$ 2,817.45 | \$ 523.97 |
| R32936-256-1620 | NEWMAN, PAUL & MELISSA D NEWMAN | \$ 1,440.61 | \$ 289.90 |

Marshall Drainage Basin Service Charge List

| Parcel No. | Name | Total Capital Charge | *Total Annual Charge |
|------------------|---|----------------------|----------------------|
| S7775-02-00007-0 | NEWNAM, RAY C & JULIE L NEWNAM | \$ 689.99 | \$ 162.30 |
| S6330-00-00073-0 | NISQUALLY DEVELOPEMENT GROUP, LLC | \$ 152.94 | \$ 71.00 |
| S6330-00-00074-0 | NISQUALLY DEVELOPEMENT GROUP, LLC | \$ 152.94 | \$ 71.00 |
| S6330-00-00075-0 | NISQUALLY DEVELOPEMENT GROUP, LLC | \$ 152.94 | \$ 71.00 |
| S6330-00-00076-0 | NISQUALLY DEVELOPEMENT GROUP, LLC | \$ 152.94 | \$ 71.00 |
| S6330-00-00077-0 | NISQUALLY DEVELOPEMENT GROUP, LLC | \$ 152.94 | \$ 71.00 |
| S6330-00-00078-0 | NISQUALLY DEVELOPEMENT GROUP, LLC | \$ 152.94 | \$ 71.00 |
| S7775-00-00009-0 | O'HOGAN, JEROME M | \$ 183.64 | \$ 76.22 |
| S7775-00-00005-0 | O'MERA, CHERYL VADSET & KELLY MATTHEW O'MERA, | \$ 457.54 | \$ 122.78 |
| S6330-00-00063-0 | PEACOCK, SUSAN L | \$ 352.55 | \$ 104.93 |
| S7120-00-00031-0 | PENNY, OLIVER NATE & STACY LEE PENNY | \$ 795.88 | \$ 180.30 |
| S6330-00-00007-0 | RABIN, KEVIN W & KELLY J RABIN | \$ 605.97 | \$ 148.01 |
| S6330-00-00072-0 | RITZNER, SUSAN LEE | \$ 204.48 | \$ 79.76 |
| R32936-197-4610 | ROBERTS, TANDI L | \$ 1,882.86 | \$ 365.09 |
| R32936-228-4610 | ROBERTS, TANDI L | \$ 152.94 | \$ 71.00 |
| R32936-164-4210 | ROBERTS, TANDI L | \$ 152.94 | \$ 71.00 |
| R32936-164-4900 | ROBERTS, TANDI L | \$ 152.94 | \$ 71.00 |

Marshall Drainage Basin Service Charge List

| Parcel No. | Name | Total Capital Charge | *Total Annual Charge |
|------------------|--|----------------------|----------------------|
| S6330-00-00066-0 | ROBINSON, ANTHONY L & LAUREN MCCOOL | \$ 533.54 | \$ 135.70 |
| S6330-00-00061-0 | ROGERS, KATHERINE & TIMOTHY PEITSCH | \$ 152.94 | \$ 71.00 |
| S6330-00-00060-0 | ROGERS, KATHERINE P & TIMOTHY J PEITSCH | \$ 321.45 | \$ 99.65 |
| R42931-315-0110 | SALAMIYAH HOLDINGS LLC | \$ 655.17 | \$ 156.38 |
| S7775-02-00006-0 | SCHILLE, MARY A | \$ 152.94 | \$ 71.00 |
| S7775-00-00008-0 | SHEPARD, LISA M | \$ 185.18 | \$ 76.48 |
| R32936-100-1650 | SHULTS, ANTHONY J & PATRICIA L LEFFLER-SHULTS | \$ 617.89 | \$ 150.04 |
| R32936-100-2300 | SHULTS, ANTHONY J & PATRICIA L LEFFLER-SHULTS | \$ 2,107.86 | \$ 403.34 |
| S7775-02-00002-0 | SLINDEN, LYNNAE M | \$ 152.94 | \$ 71.00 |
| R42931-468-1040 | SMITH TRUSTEE, TIMOTHY ALAN & ANITA LOUISE HOL | \$ 484.97 | \$ 127.45 |
| S6330-00-00029-0 | SMITH, CLARK L & MERRY L SMITH | \$ 243.98 | \$ 86.48 |
| R32936-154-1350 | SMITH, STEPHEN R / REBECCA A | \$ 1,182.32 | \$ 245.99 |
| S7120-00-00033-1 | SOKOLOSKY, ALLAN & SHEILA SOKOLOSKY | \$ 1,462.75 | \$ 293.67 |
| R42931-398-0930 | STEWART JR, JAMES R & RUTH STEWART | \$ 152.94 | \$ 71.00 |
| S6330-00-00021-0 | STEWART JR, JAMES R & RUTH STEWART | \$ 276.03 | \$ 91.93 |
| R42931-398-0710 | STILES, JAY C | \$ 152.94 | \$ 71.00 |
| S6330-00-00008-0 | STILES, JAY C | \$ 699.00 | \$ 163.83 |

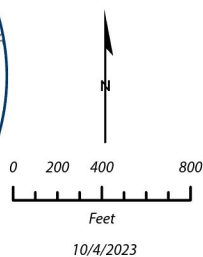
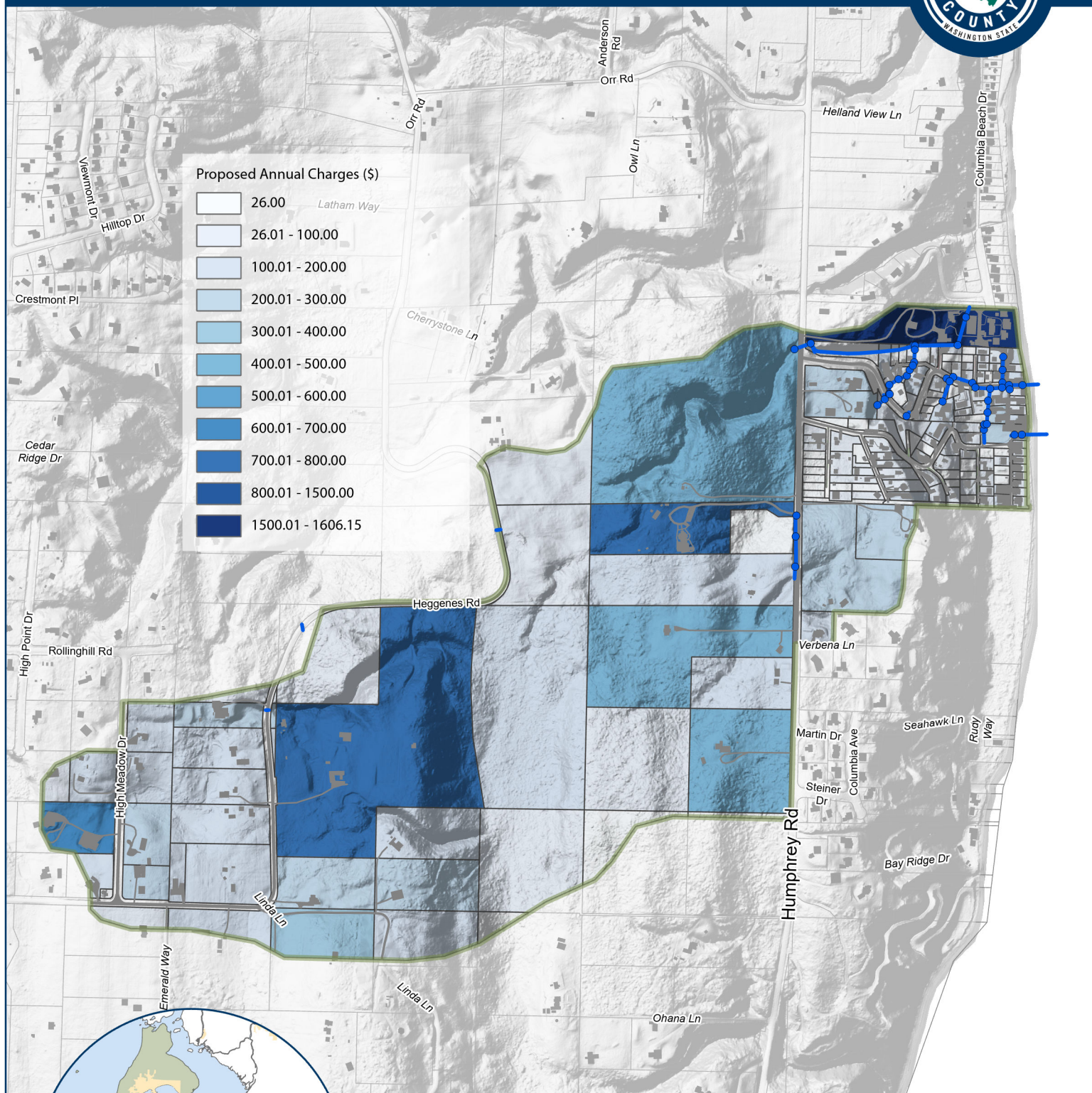
Marshall Drainage Basin Service Charge List

| Parcel No. | Name | Total Capital Charge | *Total Annual Charge |
|------------------|--|----------------------|----------------------|
| S6330-00-00064-0 | TAYLOR, ANNA | \$ 152.94 | \$ 71.00 |
| R42931-407-1350 | TIMOTHY S ANDERSEN CREDIT TAX SHELTER | \$ 317.80 | \$ 99.03 |
| S6330-00-00045-0 | TIMOTHY S ANDERSEN CREDIT TAX SHELTER | \$ 723.12 | \$ 167.93 |
| S6330-00-00014-0 | TUREK, STEVE T | \$ 725.58 | \$ 168.35 |
| S6330-00-00056-0 | VADSET, BYRON J | \$ 391.49 | \$ 111.55 |
| S6330-00-00012-0 | VADSET, BYRON J & FREDRICA W VADSET | \$ 152.94 | \$ 71.00 |
| S6330-00-00027-0 | VADSET, TOMALYN K | \$ 255.26 | \$ 88.39 |
| R42931-469-1150 | WADUM, SUSAN CHASE & JULIA CHASE CASPER | \$ 1,115.15 | \$ 234.58 |
| S6330-00-00031-0 | WATKINS, GAYLE R | \$ 152.94 | \$ 71.00 |
| S7775-00-00017-0 | WEBER JTWROS, DANIEL J & LAURIE A CARRON JTWRO | \$ 314.19 | \$ 98.41 |
| S7775-00-00010-0 | WEBER, DANIEL J | \$ 184.25 | \$ 76.32 |
| S6330-00-00042-0 | WELLINGTON FAHEY, ALEXANDER ROBERT & DAVID B \ | \$ 265.59 | \$ 90.15 |
| S6330-00-00041-0 | WELLINGTON-WEIGLT, MARIA & ASHLEY WELLINGTON | \$ 152.94 | \$ 71.00 |
| R42931-466-0920 | WELLS, MICHAEL E & MARIA AMANDA WELLS | \$ 635.80 | \$ 153.09 |
| R42931-474-0150 | WEXLER, LEE J & FARA R & TRUSTEES | \$ 1,421.08 | \$ 286.58 |
| R3296-236-3640 | WHIDBEY CAMANO LAND TRUST | \$ 152.94 | \$ 71.00 |
| S6330-00-00016-0 | WHOBREY, HARRY E & JILL C SHELER | \$ 376.30 | \$ 108.97 |

Marshall Drainage Basin Service Charge List

| Parcel No. | Name | Total Capital Charge | *Total Annual Charge |
|------------------|-------------------------------------|----------------------|----------------------|
| R42931-478-1260 | WILLIAMS, HENRY M & LISA T WILLIAMS | \$ 425.12 | \$ 117.27 |
| R42931-482-1240 | WILLIAMS, HENRY M & LISA T WILLIAMS | \$ 779.24 | \$ 177.47 |
| S6330-00-00044-0 | WILSON, JEFFREY & LISA WILSON | \$ 152.94 | \$ 71.00 |
| S6330-00-00052-0 | WILSON, JEFFREY & LISA WILSON | \$ 362.62 | \$ 106.65 |
| S7775-02-00023-0 | WILSON, JOHN L & MARY SUSAN WILSON | \$ 152.94 | \$ 71.00 |
| S7775-02-00024-0 | WILSON, JOHN L & MARY SUSAN WILSON | \$ 152.94 | \$ 71.00 |

Island County Public Works



- Marshall Utility District Boundary
- Impervious Surface
- Catch Basins
- Culverts

Marshall Utility
Proposed Annual
Capital Charges
2023



Island County Public Works

Fred Snoderly, Assistant Director

1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: f.snoderly@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

January 3, 2024

TO: Board of Island County Commissioners

FROM: Fred Snoderly, Assistant Public Works Director

RE: **Compost Procurement Ordinance**

In support of reducing greenhouse gas emissions generated from the landfilling of waste organic materials, House Bill 1799 established new goals and requirements for diverting organic materials from landfills. House Bill 1799 mandates diversion of 75% of total organic waste by 2030, and an additional goal of diverting 20%, by volume, of landfill-bound edible food waste to rescue organizations by 2025.

To accomplish this diversion of waste organic materials from being landfilled, the demand for composted products, made from waste organic materials, needed to be increased. As such, local governments are now required to utilize compost products, subject to conditions, in public projects.

As required by RCW 43.19A.120, *Use of compost products in projects*, local governments shall adopt a compost procurement ordinance to utilize compost products, when feasible. RCW 43.19A.150, *Cities and counties required to adopt a compost procurement ordinance-report*, implements RCW 43.19A.120.

In compliance with this requirement, pending discussion, it is hereby proposed to amend Chapter 13.02A, *Solid Waste Disposal*, by adding a new section, Chapter 13.02A.085, *Compost procurement and use*, as attached.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON**

**IN THE MATTER OF AMENDING TITLE
XIII, CHAPTER 13.02A -SOLID WASTE
DISPOSAL OF THE ISLAND COUNTY CODE**

ORDINANCE NO. C- -24

WHEREAS, in support of reducing greenhouse gas emissions generated from the landfilling of waste organic materials, House Bill 1799 established new goals and requirements for diverting organic materials from landfills; and

WHEREAS, to successfully divert waste organic materials from being landfilled, the commercial demand for composted products, made from waste organic materials, must be increased; and

WHEREAS, to increase commercial demand for compost products, local governments are now required to utilize compost products, subject to conditions, in public projects; and

WHEREAS, both RCW 43.19A.120, *Use of compost products in projects*, and RCW 43.19A.150, *Cities and counties required to adopt a compost procurement ordinance-report*, now require that local governments shall adopt a compost procurement ordinance to utilize compost products.

NOW, THEREFORE,

IT IS HEREBY ORDAINED, in compliance with the new requirement, that the Board of Island County Commissioners hereby amends Chapter 13.02A, *Solid Waste Disposal*, by adding a new section, Chapter 13.02A.085, *Compost procurement and use*, as attached in Exhibit A, effective March 1, 2024.

ADOPTED this ____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON**

Jill Johnson, Chair

Melanie Bacon, Member

Janet St. Clair, Member

ATTEST:

Jennifer Roll, Clerk of the Board

APPROVED AS TO FORM:

Pete Smiley
Civil Deputy Prosecuting Attorney and
Island County Code Reviser

EXHIBIT A
Amendments to ICC 13.02A

TITLE XIII – PUBLIC WORKS

Chapter 13.02A – Solid Waste Disposal

...

13.02A.080 - Recycling.

Nothing in this chapter shall be construed to prohibit or inhibit waste recycling at reclamation sites so long as otherwise conducted in accord with applicable laws, rules, and regulations. A reclamation site shall be subject to permit requirements of the Health Department.

(Ord. R-80-86, November 3, 1986, vol. 26, p. 122)

13.02A.085 Compost procurement and use.

- A. For the purposes of this section, ‘compost’ is ‘composted material’ as defined in RCW 70A.205.015(3), which is organic solid waste that has been subjected to controlled aerobic degradation at a solid waste facility. As further defined in RCW 43.19A.010(2), ‘compost products’ means mulch, soil amendments, ground cover, or other landscaping material derived from the biological or mechanical conversion of biosolids or cellulose-containing waste materials.
- B. As per RCW 43.19A.120(1), when planning county-funded projects or soliciting and reviewing bids for such projects, county departments shall consider whether compost products can be reasonably utilized. Subject to subsection D of this section, should it be determined that compost products may be utilized, county departments shall implement the purchase and use of compost products.
- C. As per RCW 43.19A.150(3), county departments shall plan for the potential use of compost, in any of the following categories, that are applicable to departmental operations and project types:
 - 1. Landscaping projects;
 - 2. Construction and postconstruction soil amendments;
 - 3. Applications to prevent erosion, filter stormwater runoff, promote vegetative growth, or improve the stability and longevity of roadways; and
 - 4. Low-impact development of green infrastructure to filter pollutants or to keep water on site, or both.
- D. Notwithstanding subsections B and C of this section, county departments are not required to use compost products if:
 - 1. Compost products are not available within a reasonable time;
 - 2. Compost purchase prices are not reasonable or competitive;
 - 3. Compost products that are available do not comply with existing purchasing standards and/or project requirements; and/or

4. Available compost products do not comply with federal or state health, quality, or safety standards.
- E. As per RCW 49.19A.150(6), county departments shall give priority to purchasing compost products from parties that:
1. Produce compost products locally;
 2. Are currently certified by a suitable nationally recognized organization (as determined by the county);
 3. Are appropriately permitted, as may be required, by the applicable jurisdictional authority; and
 4. Produce compost products that are derived from municipal solid waste compost programs and meet quality standards comparable to standards as adopted by the Department of Transportation or adopted by rule by the Department of Ecology.
- F. County departments that use compost products for projects subject to this section shall report the following information to the Public Works Department/ Solid Waste Division by December 1 of each year:
1. The volume and cost of compost purchased in that year; and
 2. The source or sources of the compost purchased by in that year.
- G. As per RCW 43.19A.150(4), the Public Works Department/ Solid Waste Division shall develop strategies to inform residents about the value of compost and how the county uses compost products in its operations in the county's comprehensive solid waste management plan adopted pursuant to RCW 70A.205.045.
- H. As required by RCW 43.19A.150(5), by December 31, 2024, and each December 31 of even-number years thereafter, the Public Works Department/ Solid Waste Division shall submit a report, covering the previous year's compost procurement activities, to the Department of Ecology that contains the following information:
1. The total tons of organic material diverted throughout the year;
 2. The volume and cost of compost products purchased throughout the year; and
 3. The source or sources of the compost products.

13.02A.090 - Unlawful disposal of solid waste.

- A. It is unlawful for any person to dump or deposit or permit the dumping or depositing of any solid waste onto or under the surface of the ground or into the waters of this state except at a solid waste disposal site/interim handling facility for which there is a valid permit; provided that nothing herein shall prohibit a person from dumping or depositing solid waste resulting from his own activities onto or under the surface of ground owned or leased by him when such action does not violate statutes or ordinances or create a nuisance.

B. It shall be unlawful to transport solid waste collected outside of the borders of Island County for disposal within Island County unless under authority of an interlocal agreement/contract approved by the Board of Commissioners.

C. It shall be unlawful to dispose of hazardous waste in Island County.

(Ord. R-80-86, November 3, 1986, vol. 26, p. 122)

RCW 43.19A.120

Use of compost products in projects.

(1) When planning government-funded projects or soliciting and reviewing bids for such projects, all state agencies and local governments shall consider whether compost products can be utilized in the project.

(2) If compost products can be utilized in the project, the state agency or local government must use compost products, except as follows:

(a) A state agency or local government is not required to use compost products if:

- (i) Compost products are not available within a reasonable period of time;
- (ii) Compost products that are available do not comply with existing purchasing standards;
- (iii) Compost products that are available do not comply with federal or state health, quality, and safety standards; and

(iv) Compost purchase prices are not reasonable or competitive; and

(b) A state agency is also not required to use compost products in a project if:

- (i) The total cost of using compost is financially prohibitive;
- (ii) Application of compost will have detrimental impacts on the physical characteristics and nutrient condition of the soil as it is used for a specific crop;
- (iii) The project consists of growing trees in a greenhouse setting, including seed orchard greenhouses; or
- (iv) The compost products that are available have not been certified as being free of crop-specific pests and pathogens, including pests and pathogens that could result in the denial of phytosanitary permits for shipping seedlings.

(3) Before the transportation or application of compost products under this section, composting facilities, state agencies, and local governments must ensure compliance with department of agriculture pest control regulations provided in chapter 16-470 WAC.

(4) State agencies and local governments are encouraged to give priority to purchasing compost products from companies that produce compost products locally, are certified by a nationally recognized organization, and produce compost products that are derived from municipal solid waste compost programs and meet quality standards adopted by rule by the department of ecology.

[2020 c 290 § 2.]

NOTES:

Findings—Legislative declaration—2020 c 290: "The legislature finds and declares that local compost manufacturing plays a critical role in our state's solid waste infrastructure. Composting benefits Washington agencies, counties, cities, businesses, and residents by diverting hundreds of thousands of tons of organic waste from landfills, reducing solid waste costs, and lowering carbon emissions. The legislature finds that a growing number of local governments are recognizing the benefits of composting programs and offering compost collection to their residents and businesses. The diversion of food waste from landfills to compost processors remains critical for state and local governments to meet their ambitious diversion goals.

The legislature also finds that composting is a strong carbon reduction industry for Washington, as the application of compost to soil systems permits increased carbon sequestration. Compost can also replace synthetic chemical fertilizer, prevent topsoil erosion, and filter stormwater on green infrastructure projects such as rain gardens and retention ponds.

The legislature declares that state and local governments should lead by example by purchasing and using local compost that meets state standards and by encouraging farming operations to do so as well." [2020 c 290 § 1.]

RCW 43.19A.150

Cities and counties required to adopt a compost procurement ordinance— Report.

(1) By January 1, 2023, the following cities or counties shall adopt a compost procurement ordinance to implement RCW 43.19A.120:

(a) Each city or county with a population greater than 25,000 residents as measured by the office of financial management using the most recent population data available; and

(b) Each city or county in which organic material collection services are provided under chapter 70A.205 RCW.

(2) A city or county that newly exceeds a population of 25,000 residents after January 1, 2023, as measured by the office of financial management, must adopt an ordinance under this subsection no later than 12 months after the office of financial management's determination that the local government's population has exceeded 25,000.

(3) In developing a compost procurement ordinance, each city and county shall plan for the use of compost in the following categories:

(a) Landscaping projects;

(b) Construction and postconstruction soil amendments;

(c) Applications to prevent erosion, filter stormwater runoff, promote vegetation growth, or improve the stability and longevity of roadways; and

(d) Low-impact development and green infrastructure to filter pollutants or keep water on-site, or both.

(4) Each city or county that adopts an ordinance under subsection (1) or (2) of this section must develop strategies to inform residents about the value of compost and how the jurisdiction uses compost in its operations in the jurisdiction's comprehensive solid waste management plan pursuant to RCW 70A.205.045.

(5) By December 31, 2024, and each December 31st of even-numbered years thereafter, each city or county that adopts an ordinance under subsection (1) or (2) of this section must submit a report covering the previous year's compost procurement activities to the department of ecology that contains the following information:

(a) The total tons of organic material diverted throughout the year;

(b) The volume and cost of compost purchased throughout the year; and

(c) The source or sources of the compost.

(6) Cities and counties that are required to adopt an ordinance under subsection (1) or (2) of this section shall give priority to purchasing compost products from companies that produce compost products locally, are certified by a nationally recognized organization, and produce compost products that are derived from municipal solid waste compost programs and meet quality standards comparable to standards adopted by the department of transportation or adopted by rule by the department of ecology.

(7) Cities and counties may enter into collective purchasing agreements if doing so is more cost-effective or efficient.

(8) Nothing in this section requires a compost processor to:

(a) Enter into a purchasing agreement with a city or county;

(b) Sell finished compost to meet this requirement; or

(c) Accept or process food waste or compostable products.



2022 Organics Management Law

Focus on Compost Procurement Ordinances and Reporting

Overview

Methane is a greenhouse gas that is, over 20 years, at least 75 times more potent than carbon dioxide. The primary goal of the [2022 Organics Management Law](#)¹ is to reduce the emissions of methane created when organic materials, like food and yard waste, decompose in a landfill. To achieve this goal, the bill established goals based on 2015 disposal levels, which require actions by state and local agencies, residents, and businesses to:

- Rescue 20% of previously disposed edible food for human consumption by 2025.
- Divert 75% of previously disposed organic materials from landfills by 2030.

The purpose of the compost procurement provisions now codified in [RCW 43.19A.150](#)² is to strengthen markets for the anticipated large amounts of additional compost that will be produced as organics collection programs expand. Other statutes established or amended for this purpose include RCW 43.19A.160 and RCW 39.30.040.

Specifically, these statutes require cities and counties that meet certain criteria to adopt **compost procurement ordinances (CPO)** and to report their compost purchases to Ecology.

What follows are answers to key questions about how these new provisions affect local governments:

Which local governments are required to adopt a CPO and submit compost procurement activity reports to Ecology?

- **Counties and incorporated cities with a population of more than 25,000**, based on the latest Office of Financial Management data, are required to adopt a CPO and submit compost procurement activity reports to Ecology.
- **Counties with a population of 25,000 or fewer** that contract to provide or require the UTC-franchised hauler(s) in their county to provide residential curbside organic material collection services.
- **Cities with a population of 25,000 or fewer** that directly provide, contract to provide, or require the UTC-franchised hauler(s) in their jurisdiction to provide residential curbside organic material collection services.

What was the deadline for adopting a CPO?

The deadline for adopting compost procurement ordinances was **January 1, 2023**.

¹ <https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Waste-reduction-programs/Organic-materials/2022-organics-management-law>

² <https://app.leg.wa.gov/RCW/default.aspx?cite=43.19A.150>

What options do jurisdictions have for meeting the CPO adoption and reporting requirements?

Each county and city required to adopt a CPO must adopt their own CPO or amend an existing recycled product procurement ordinance to include compost. To facilitate this process, jurisdictions can work together to draft identical or similar CPOs for separate adoption.

Counties and cities may coordinate purchasing compost with other jurisdictions through the use of collective purchasing agreements under RCW 43.19A.150(7). For more information, consult [Intergovernmental Procurement and “Piggybacking”](#)³ on the Municipal Research Service Center website.

What should a CPO address?

A CPO is intended to implement [RCW 43.19A.120: Use of compost products in projects](#).⁴ This statute states that when “planning government-funded projects or soliciting and reviewing bids for such projects, all state agencies and local governments shall consider whether compost products can be utilized in the project.” If it is determined that compost products can be used, then they must be used unless certain exceptions related to cost, availability, and quality apply.

Other relevant statutes to review in preparing a CPO include:

- RCW 43.19A.110, which requires counties and cities to adopt specifications for compost products to be used in road projects.
- RCW 43.19A.130, which encourages local governments to purchase compost from the compost facility that serves its residents.

When are compost procurement activity reports due?

The first report is due by Dec. 31, 2024, and by December 31 in every subsequent even-numbered year – 2024, 2026, 2028, 2030 and so on.

What is included in a compost procurement activity report?

Compost procurement activity reports need to include the following:

- The total tons of organic material diverted from disposal each year.
- The volume and cost of compost purchased each year.
- The source(s) of the compost.

Details on what to include in these reports can be found in [this guide](#)⁵.

How are these reports submitted and tracked?

Ecology is developing an online system for local governments to submit their compost procurement activity reports. The first reports, due in December 2024 will cover 2023 procurement activity; we expect the reporting portal to be open by July 1, 2024.

Are there other related requirements in the new law?

Yes. Any county or city that adopts a CPO must “develop strategies to inform residents about the value of compost and how the jurisdiction uses compost in its operations.” These strategies will need to be included in the local solid waste management plan the jurisdiction participates in when that plan is amended or updated. Information on the value of compost and making and using compost are on [Ecology’s compost page](#).⁶

How can I get help drafting my CPO?

Expert help to draft a CPO is offered to all Washington cities and counties free of charge by the Municipal Research Service Center through their [Ask MRSC](#)⁷ inquiry service. Additional resources, including sample ordinances, can be found on Ecology’s [Box platform](#).⁸ These materials include environmentally preferred purchasing materials prepared by Ecology and the Department of Enterprise Services.

For more information

[Subscribe to our Organics Management email](#)⁹. Set up your account, choose Solid Waste Management, then Organics Management.



Organics Management Team
Organics@ecy.wa.gov
(509) 960-1290



To request ADA accommodation including materials in a format for the visually impaired, call Ecology at 360-407-6381 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TTY at 877- 833-6341.

³ <https://mrsc.org/Home/Explore-Topics/Public-Works/Purchasing-and-Bidding/Purchasing-and-Bidding-for-Washington-State-Local/Piggybacking.aspx>

⁴ <https://app.leg.wa.gov/RCW/default.aspx?cite=43.19A.120>

⁵ <https://app.box.com/s/5ifwsyu30x7uk0xlapz6t6g4a7j5gofp>

⁶ <https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Waste-reduction-programs/Organic-materials/Managing-organics-compost>

⁷ <https://mrsc.org/Home/Research-Tools/Ask-MRSC.aspx>

⁸ <https://app.box.com/s/r7shmywl2t798nu43f1udkp1481bcx6y>

⁹ <https://public.govdelivery.com/accounts/WAECY/subscriber/new>



Island County Public Works

Ed Sewester, P.E., County Engineer

1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: Ed.Sewester@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

January 3, 2024

TO: Board of County Commissioners – Island County

FROM: Ed Sewester, P.E., County Engineer

RE: 2023 Highway Safety Improvement Program (HSIP) Awards

Island County Public Works' Traffic Safety Plan (presented to the Board at the Feb. 15th, 2023 Work Session) has been awarded \$1,834,000 grant funds, via the Federal Highway Safety Improvement Program (HSIP)

Project 1

Non-Standard Guardrail – North Camano Dr & Utsalady Dr.

HSIP Project Award - \$1,305,000

Removal of existing non-standard guardrail, to be replaced with standard WSDOT approved guardrail.

Project 2

Non-Compliant Regulatory & Warning Sign Replacement – County-wide

HISP Project Award - \$529,000

Replacement of regulatory and warning signs that are 10 years or older.

Non-compliant Regulatory & Warning Sign Replacement— County-wide



Location: County-wide

Project Status:

Preliminary Engineering to begin 2024

Project Description

This project will provide an update to approximately 1400 regulatory and warning signs, posts, and post retro reflectivity that no longer maintain retroreflectivity as outlined in the 2009 Manual on Uniform Traffic Control Devices (MUTCD).

This project is Highway Safety Improvement Program grant funded

Project Benefits

Traffic safety
Sign visibility
MUTCD updates



Estimated Cost: \$529,000

Non-standard Guardrail Replacement - Camano Island



Location: Camano Island — North Camano Drive & Utsalady Drive

Project Status:

Preliminary Engineering to begin 2024

Project Description

This project proposes to replace guardrail at two (2) locations where the existing guardrail has been evaluated and determined to not meet current standard as outlined in the WSDOT Design Manual for guardrail installation.

This project is Highway Safety Improvement Program grant funded

Project Benefits

Traffic safety
Reduces collision severity
Reduces runoff the road collisions



Estimated Cost: \$1,305,000



Island County Public Works

Ed Sewester, P.E., County Engineer

1 NE 7th Street, Coupeville, WA 98239

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Email: Ed.Sewester@islandcountywa.gov | www.islandcountywa.gov

MEMORANDUM

January 3rd, 2024

TO: Board of County Commissioners – Island County

FROM: Ed Sewester, PE, County Engineer

RE: 2024 – 2029 Transportation Improvement Plan (TIP) Amendments - DRAFT

On July 18th 2023, Island County adopted Island County's Six-Year Transportation Improvement Program (TIP) for the years 2024 – 2029, Resolution C-35-23, R-15-23. Island County Public Works proposes amendments, including additional projects along with budget changes to programed projects.

Proposed additional projects:

1. Non-Standard Guardrail Replacement – North Camano Drive & Utsalady Drive
 - a. Highway Safety Improvement Program (HSIP) funded
 - i. 2024 Preliminary Engineering - \$300,000
 - ii. 2025 Construction - \$1,000,000
2. Non-Compliant Regulatory and Warning Sign Replacement – County-wide
 - a. Highway Safety Improvement Program (HSIP) funded
 - i. 2024 Preliminary Engineering - \$106,000
 - ii. 2025 Construction - \$423,000

Proposed budget changes:

1. Misc. HMA Structural Overlay – Ault Field Rd & Oak Harbor Road intersection improvements
 - a. Additional Road funds
 - i. 2024 Preliminary Engineering - \$20,000
 - ii. 2024 Construction - \$50,000
2. Shoulder Widening Program – additional construction funds
 - i. Road Funds:
 1. 2024 Construction - \$40,000
3. Swede Hill Road/Burley Road Intersection Improvements – proposing to move construction funding from 2027 to 2025
 - a. Road Funds:
 - i. \$555,000 of 2027 Construction funds moved to 2025 Construction funds

4. East Camano Drive and McElroy Drive Roundabout – additional grant funding
 - a. Surface Transportation Block Grant (STBG)
 - i. 2024 Preliminary Engineering - \$525,000
5. Heggenes Road Intersection Re-alignment proposing to move preliminary engineering and right-of-way funds from 2024, 2025 to 2026, 2027
 - a. Road funds:
 - i. \$65,000 of 2024 preliminary engineering funds moved to 2026 Preliminary Engineering
 - ii. \$5,000 of 2024 Right-of-way funds moved to 2026 Right-of-way.
 - iii. \$65,000 of 2025 preliminary engineering funds moved to 2027 Preliminary Engineering
 - iv. \$5,000 of 2025 Right-of-way funds moved to 2027 Right-of-way.
6. Evaluate Horizontal Curves for Safety Improvements – county-wide proposing additional road funds
 - a. Road Funds
 - i. 2024 Preliminary engineering - \$76,000
7. Wildes Rd at Quade Creek Fish Passage #575 – additional preliminary engineering funds added to 2025
 - a. Road funds
 - i. 2025 preliminary engineering - \$50,000
8. Utsalady at Olsen culvert replacement, 774 and 775 – additional preliminary engineering and construction funds added to 2025
 - a. Road funds
 - i. 2025 Preliminary Engineering - \$27,000
 - ii. 2025 Construction - \$164,000
9. Penn Cove Rd Culvert Replacement near Riepma Ave. proposing to move construction funds from 2025 to 2026
 - a. Road Funds
 - i. \$839,000 of 2025 construction funds moved to 2026 Construction.
10. Kettles – Fort Ebey Trail Connector – change of funding source
 - a. Road funds
 - i. 2024 Preliminary engineering - \$40,000
11. Barnum Road Shoulder Stabilization – adds project to 2024 TIP previously expected to be completed in 2023.
 - a. Road funds
 - i. 2024 Preliminary engineering - \$15,000
 - ii. 2024 Construction - \$450,000

Island County 2024-2029 Six Year Transportation Improvement Plan (Amendment) - DRAFT

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction. Dollars in \$1,000

Resolution:

| # | Project Name / | 2024 | | | 2025 | | | 2026 | | | 2027 | | | 2028 | | | 2029 | | | PHASE TOTAL | | | 6 YEAR |
|---|---|------|----|-------|------|-----|-------|------|----|-------|------|----|-------|------|----|-------|------|----|-------|---|-----|-------|--------|
| | Fund Description | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | TOTALS |
| 1 | MISC. HMA STRUCTURAL OVERLAY: Annual asphalt paving on various roads as needed. | | | | | | | | | | | | | | | | | | | All Funding for this Project is Secured | | | |
| | CAPP | - | - | 318 | - | - | 322 | - | - | 327 | - | - | 332 | - | - | 337 | - | - | 342 | - | - | 1,978 | 1,978 |
| | Road | 50 | - | 95 | 30 | - | 15 | 30 | - | 15 | 30 | - | 15 | 30 | - | 15 | 30 | - | 15 | 200 | - | 170 | 370 |
| | PROJECT TOTAL | 50 | - | 413 | 30 | - | 337 | 30 | - | 342 | 30 | - | 347 | 30 | - | 352 | 30 | - | 357 | 200 | - | 2,148 | 2,348 |
| 2 | SHOULDER WIDENING PROGRAM: Ongoing program to cover design and right of way research of additional shoulder width | | | | | | | | | | | | | | | | | | | All Funding for this Project is Secured | | | |
| | Road | 75 | 25 | 40 | 75 | 25 | - | 75 | 25 | - | 75 | 25 | - | 75 | 25 | - | 75 | 25 | - | 450 | 150 | 40 | 640 |
| | PROJECT TOTAL | 75 | 25 | 40 | 75 | 25 | - | 75 | 25 | - | 75 | 25 | - | 75 | 25 | - | 75 | 25 | - | 450 | 150 | 40 | 640 |
| 3 | SUNRISE BOULEVARD SHOULDER WIDENING: Shoulder widening on Sunrise Boulevard from SR 532 to Russell Rd. | | | | | | | | | | | | | | | | | | | All Funding for this Project is Secured | | | |
| | Road | - | - | 2,495 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 2,495 | 2,495 |
| | PROJECT TOTAL | - | - | 2,495 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 2,495 | 2,495 |
| 4 | FREELAND MAIN ST OVERLAY SR525 TO HARBOR AVE | | | | | | | | | | | | | | | | | | | | | | |
| | Road | 90 | | | 10 | | 250 | | | - | | | | | | | | | | 100 | - | 250 | 350 |
| | RAP | | | | 30 | | 1,300 | | | - | | | | | | | | | | 30 | - | 1,300 | 1,330 |
| | PROJECT TOTAL | 90 | - | - | 40 | - | 1,550 | - | - | - | - | - | - | - | - | - | - | - | - | 130 | - | 1,550 | 1,680 |
| 5 | SOUTH WHIDBEY INDUSTRIAL PARK ROAD: Provide public access to the light industrial zoned portion of Crawford Rd. (private) | | | | | | | | | | | | | | | | | | | | | | |
| | Disc. | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 1,250 | - | - | 3,175 | - | - | 4,425 | 4,425 |
| | Road | 50 | - | - | 250 | 175 | - | 100 | - | - | - | - | - | - | - | - | - | - | - | 400 | 175 | - | 575 |
| | Private | | | | | | | | | | | | | | | 500 | | | | - | - | 500 | 500 |
| | PROJECT TOTAL | 50 | - | - | 250 | 175 | - | 100 | - | - | - | - | - | - | - | 1,750 | - | - | 3,175 | 400 | 175 | 4,925 | 5,500 |
| 6 | SCENIC HEIGHTS ROAD SHOULDER WIDENING: Shoulder widening on Scenic Heights Rd. from Monroe Landing Rd. to north of Balda Rd. | | | | | | | | | | | | | | | | | | | All Funding for this Project is Secured | | | |
| | Road | 100 | 74 | - | 100 | 100 | - | - | - | 1,500 | - | - | 1,500 | - | - | - | - | - | - | 200 | 174 | 3,000 | 3,374 |
| | PROJECT TOTAL | 100 | 74 | - | 100 | 100 | - | - | - | 1,500 | - | - | 1,500 | - | - | - | - | - | - | 200 | 174 | 3,000 | 3,374 |
| 7 | SR 20 SHOULDER WIDENING RACE RD TO WELCHER RD PLUS: Partner with WSDOT and grant to widen shoulders along SR 20 from Race Rd. to past Welcher Rd. | | | | | | | | | | | | | | | | | | | | | | |
| | Road | - | | 225 | - | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 225 | 225 |
| | STBG | - | | 1,500 | - | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 1,500 | 1,500 |
| | Disc. | | | 3,400 | | | | | | | | | | | | | | | | - | - | 3,400 | 3,400 |
| | PROJECT TOTAL | - | - | 5,125 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 5,125 | 5,125 |
| 8 | SWANTOWN ROAD SHOULDER WIDENING (NEAR OAK HARBOR, WHIDBEY ISLAND) | | | | | | | | | | | | | | | | | | | | | | |
| | Road | | | | 50 | 20 | | 50 | 90 | | 50 | 90 | | 10 | | 1,640 | | | | 160 | 200 | 1,640 | 2,000 |
| | Grant | | | | | | | | | | | | | | | | | | | - | - | - | - |
| | Disc. | | | | | | | | | | | | | | | | | | | - | - | - | - |
| | PROJECT TOTAL | - | - | - | 50 | 20 | - | 50 | 90 | - | 50 | 90 | - | 10 | - | 1,640 | - | - | - | 160 | 200 | 1,640 | 2,000 |

Island County 2024-2029 Six Year Transportation Improvement Plan (Amendment) - DRAFT

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction. Dollars in \$1,000 Resolution:

| # | Project Name / | 2024 | | | 2025 | | | 2026 | | | 2027 | | | 2028 | | | 2029 | | | PHASE TOTAL | | | 6 YEAR |
|----|---|------|----|-----|------|----|-----|------|----|-------|------|----|-----|------|----|-------|------|----|-------|---|-----|-------|--------|
| | Fund Description | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | TOTALS |
| 9 | BAYVIEW ROAD SHOULDER WIDENING - SUNLIGHT DR TO EWING RD (CLINTON) | | | | | | | | | | | | | | | | | | | | | | |
| | Road | | | | 60 | | | 120 | 60 | | 60 | 80 | | 20 | 60 | | 10 | | 2,300 | 270 | 200 | 2,300 | 2,770 |
| | Grant | | | | | | | | | | | | | | | | | | | - | - | - | - |
| | Disc. | | | | | | | | | | | | | | | | | | | - | - | - | - |
| | PROJECT TOTAL | - | - | - | 60 | - | - | 120 | 60 | - | 60 | 80 | - | 20 | 60 | - | 10 | - | 2,300 | 270 | 200 | 2,300 | 2,770 |
| 10 | MISC. INTERSECTION ALIGNMENT IMPROVEMENT PROJECTS: Improving safety by realigning intersections to close to perpendicular (minor projects) | | | | | | | | | | | | | | | | | | | All Funding for this Project is Secured | | | |
| | Road | 10 | 30 | 58 | 10 | 30 | 58 | 10 | 30 | 58 | 10 | 30 | 58 | 10 | 30 | 58 | 10 | 30 | 58 | 60 | 180 | 348 | 588 |
| | PROJECT TOTAL | 10 | 30 | 58 | 10 | 30 | 58 | 10 | 30 | 58 | 10 | 30 | 58 | 10 | 30 | 58 | 10 | 30 | 58 | 60 | 180 | 348 | 588 |
| 11 | SWEDE HILL ROAD / BURLEY ROAD INTERSECTION IMPROVEMENTS: Improve safety by realigning the Burley Road approach to Swede Hill Road | | | | | | | | | | | | | | | | | | | All Funding for this Project is Secured | | | |
| | Road | 5 | 60 | | 5 | - | 555 | - | - | - | - | - | - | - | - | - | - | - | - | 10 | 60 | 555 | 625 |
| | PROJECT TOTAL | 5 | 60 | - | 5 | - | 555 | - | - | - | - | - | - | - | - | - | - | - | - | 10 | 60 | 555 | 625 |
| 12 | MONKEY HILL ROAD / HENNI ROAD REALIGNMENT: Improve safety by realigning the intersection | | | | | | | | | | | | | | | | | | | | | | |
| | Road | 50 | 50 | 600 | | | | - | - | - | - | - | - | - | - | - | - | - | - | 50 | 50 | 600 | 700 |
| | PROJECT TOTAL | 50 | 50 | 600 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 50 | 50 | 600 | 700 |
| 13 | EAST CAMANO DRIVE / CROSS ISLAND ROAD INTERSECTION IMPROVEMENTS: Intersection improvements at East Camano Dr / Cross Island Rd / Arrowhead Rd | | | | | | | | | | | | | | | | | | | | | | |
| | Disc. | - | - | | - | - | | - | - | 2,360 | - | - | | - | - | | - | - | | - | - | 2,360 | 2,360 |
| | Road | 58 | - | | 58 | 7 | | - | | 1,640 | - | - | | - | - | | - | - | | 116 | 7 | 1,640 | 1,763 |
| | STBG | 368 | - | | 368 | 43 | | - | | | - | - | | - | - | | - | - | | 736 | 43 | | 779 |
| | PROJECT TOTAL | 426 | - | | 426 | 50 | | - | - | 4,000 | - | - | | - | - | | - | - | | 852 | 50 | 4,000 | 4,902 |
| 14 | EAST CAMANO DR/MCELROY ROUNDABOUT | | | | | | | | | | | | | | | | | | | | | | |
| | Road | 20 | - | | 20 | - | | 150 | 50 | | 300 | - | | 150 | - | 1,000 | | - | | 640 | 50 | 1,000 | 1,690 |
| | STBG | 525 | | | | | | | | | | | | | | 2,000 | | | | 525 | | 2,000 | 2,525 |
| | PROJECT TOTAL | 545 | - | | 20 | - | | 150 | 50 | | 300 | - | | 150 | - | 3,000 | | - | | 1,165 | 50 | 3,000 | 4,215 |
| 15 | HEGGENES ROAD INTERSECTION RE-ALIGNMENTS: Improve safety by realigning Heggenes Rd. / Orr Rd | | | | | | | | | | | | | | | | | | | All Funding for this Project is Secured | | | |
| | Road | | | | | - | | 65 | 5 | | 20 | - | 565 | - | - | | - | - | | 85 | 5 | 565 | 655 |
| | PROJECT TOTAL | - | - | | - | - | | 65 | 5 | | 20 | - | 565 | - | - | | - | - | | 85 | 5 | 565 | 655 |
| 16 | MISC. R/W, MINOR SAFETY IMPROVEMENTS AND PROJECT DEVELOPMENT: Small projects to improve safety, or initial project development | | | | | | | | | | | | | | | | | | | All Funding for this Project is Secured | | | |
| | Road | 30 | 60 | 175 | 30 | 60 | 175 | 30 | 60 | 175 | 30 | 60 | 175 | 30 | 60 | 175 | 30 | 60 | 175 | 180 | 360 | 1,050 | 1,590 |
| | PROJECT TOTAL | 30 | 60 | 175 | 30 | 60 | 175 | 30 | 60 | 175 | 30 | 60 | 175 | 30 | 60 | 175 | 30 | 60 | 175 | 180 | 360 | 1,050 | 1,590 |
| 17 | EVALUATE HORIZONTAL CURVES FOR SAFETY IMPROVEMENTS | | | | | | | | | | | | | | | | | | | | | | |
| | Road | 76 | | | | | | | | | | | | | | | | | | 76 | - | - | 76 |
| | HSIP | 321 | | | | - | 424 | - | | | | - | | | - | | | - | | 321 | - | 424 | 745 |
| | PROJECT TOTAL | 397 | - | | - | - | 424 | - | - | | - | - | | - | - | | - | - | | 397 | - | 424 | 821 |

Island County 2024-2029 Six Year Transportation Improvement Plan (Amendment) - DRAFT

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction. Dollars in \$1,000

Resolution:

| # | Project Name / | 2024 | | | 2025 | | | 2026 | | | 2027 | | | 2028 | | | 2029 | | | PHASE TOTAL | | | 6 YEAR |
|----|---|------|----|-----|------|-----|-------|------|-----|-------|------|-----|-------|------|----|-------|------|----|-------|---|-----|-------|--------|
| | Fund Description | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | TOTALS |
| 18 | LAGOON VIEW DRIVE SHOULDER STABILIZATION: Repair failing shoulder and road sub-surface on Lagoon View Dr. | | | | | | | | | | | | | | | | | | | All Funding for this Project is Secured | | | |
| | Road | | - | 5 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 5 | 5 |
| | PROJECT TOTAL | - | - | 5 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 5 | 5 |
| 19 | KAREN WAY SHOULDER STABILIZATION PHASE 2 | | | | | | | | | | | | | | | | | | | All Funding for this Project is Secured | | | |
| | Road | | | - | 50 | - | | 50 | | | 50 | - | 500 | | | - | | | - | 150 | - | 500 | 650 |
| | PROJECT TOTAL | - | - | - | 50 | - | - | 50 | - | - | 50 | - | 500 | - | - | - | - | - | - | 150 | - | 500 | 650 |
| 20 | GUARDRAIL INSTALLATION COUNTY-WIDE | | | | | | | | | | | | | | | | | | | | | | |
| | Road | 100 | | | 100 | | | 20 | | 1,400 | | | 1,380 | | | | | | | 220 | - | 2,780 | 3,000 |
| | Grant | | | | | | | | | | | | | | | | | | | - | - | - | - |
| | Disc. | | | | | | | | | | | | | | | | | | | - | - | - | - |
| | PROJECT TOTAL | 100 | - | - | 100 | - | - | 20 | - | 1,400 | - | - | 1,380 | - | - | - | - | - | - | 220 | - | 2,780 | 3,000 |
| 21 | CULTUS BAY ROAD RECONSTRUCTION - BAILEY RD TO JEWETT RD (SOUTH WHIDBEY) | | | | | | | | | | | | | | | | | | | | | | |
| | Road | | | | 250 | 100 | | 250 | 100 | | | | | | | 900 | | | 900 | 500 | 200 | 1,800 | 2,500 |
| | Grant | | | | | | | | | | | | | | | | | | | - | - | - | - |
| | Disc. | | | | | | | | | | | | | | | | | | | - | - | - | - |
| | PROJECT TOTAL | - | - | - | 250 | 100 | - | 250 | 100 | - | - | - | - | - | - | 900 | - | - | 900 | 500 | 200 | 1,800 | 2,500 |
| 22 | CULTUS BAY ROAD RECONSTRUCTION - FRENCH RD TO BAILEY RD (SOUTH WHIDBEY) | | | | | | | | | | | | | | | | | | | | | | |
| | Road | | | | 50 | | | 250 | 150 | | 250 | 150 | | 50 | | 2,000 | | | 1,050 | 600 | 300 | 3,050 | 3,950 |
| | Grant | | | | | | | | | | | | | | | | | | | - | - | - | - |
| | Disc. | | | | | | | | | | | | | | | | | | | - | - | - | - |
| | PROJECT TOTAL | - | - | - | 50 | - | - | 250 | 150 | - | 250 | 150 | - | 50 | - | 2,000 | - | - | 1,050 | 600 | 300 | 3,050 | 3,950 |
| 23 | NON STANDARD GUARDRAIL REPLACEMENT - NORTH CAMANO DR & UTSALADY DR | | | | | | | | | | | | | | | | | | | | | | |
| | Road | | | | | | | | | | | | | | | | | | | - | - | - | - |
| | HSIP | 300 | | | | | 1,000 | | | | | | | | | | | | | 300 | - | 1,000 | 1,300 |
| | PROJECT TOTAL | 300 | - | - | - | - | 1,000 | - | - | - | - | - | - | - | - | - | - | - | - | 300 | - | 1,000 | 1,300 |
| 24 | NON-COMPLIANT REGULATORY and WARNING SIGN REPLACEMENT - COUNTY-WIDE | | | | | | | | | | | | | | | | | | | | | | |
| | Road | | | | | | | | | | | | | | | | | | | - | - | - | - |
| | HSIP | 106 | | | | | 423 | | | | | | | | | | | | | 106 | - | 423 | 529 |
| | PROJECT TOTAL | 106 | - | - | - | - | 423 | - | - | - | - | - | - | - | - | - | - | - | - | 106 | - | 423 | 529 |
| 25 | WILDES RD AT QUADE CREEK FISH PASSAGE #575 | | | | | | | | | | | | | | | | | | | | | | |
| | Road | 70 | 5 | - | 130 | 35 | - | 20 | - | 570 | - | - | - | - | - | - | - | - | - | 220 | 40 | 570 | 830 |
| | PROJECT TOTAL | 70 | 5 | - | 130 | 35 | - | 20 | - | 570 | - | - | - | - | - | - | - | - | - | 220 | 40 | 570 | 830 |
| 26 | NORTH BLUFF ROAD CULVERT 1951 FISH PASSAGE | | | | | | | | | | | | | | | | | | | All Funding for this Project is Secured | | | |
| | Road | 1 | - | 124 | | - | - | - | | | - | - | - | - | - | - | - | - | - | 1 | - | 124 | 125 |
| | CWU | 4 | | 496 | | | - | | | | | | | | | | | | | 4 | - | 496 | 500 |
| | PROJECT TOTAL | 5 | - | 620 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 5 | - | 620 | 625 |

** Amended items highlighted in RED font

Island County 2024-2029 Six Year Transportation Improvement Plan (Amendment) - DRAFT

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction. Dollars in \$1,000

Resolution:

| # | Project Name / | 2024 | | | 2025 | | | 2026 | | | 2027 | | | 2028 | | | 2029 | | | PHASE TOTAL | | | 6 YEAR |
|----|---|------|----|-----|------|----|-----|------|----|-------|------|----|-------|------|----|----|------|----|-------|---|----|-------|--------|
| | Fund Description | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | TOTALS |
| 27 | CHAPMAN CREEK FISH PASSAGE CULVERT REPLACEMENT: Replace a failing culvert with a fish passage culvert | | | | | | | | | | | | | | | | | | | All Funding for this Project is Secured | | | |
| | CWU | | | 371 | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 371 | 371 |
| | Road | | | 247 | | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 247 | 247 |
| | PROJECT TOTAL | - | - | 618 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 618 | 618 |
| 28 | UTSALADY @ OLSEN CULVERT REPLACEMENT, 774 AND 775 | | | | | | | | | | | | | | | | | | | All Funding for this Project is Secured | | | |
| | Road | 27 | | | 27 | - | | - | - | 164 | - | - | - | - | - | - | - | - | - | 54 | - | 164 | 218 |
| | PROJECT TOTAL | 27 | - | - | 27 | - | - | - | - | 164 | - | - | - | - | - | - | - | - | - | 54 | - | 164 | 218 |
| 29 | PENN COVE RD CULVERT REPLACEMENT NEAR RIEPMA AVE, 3352 | | | | | | | | | | | | | | | | | | | All Funding for this Project is Secured | | | |
| | Road | 55 | 33 | - | 55 | - | | - | | 839 | | | | | | | | | | 110 | 33 | 839 | 982 |
| | PROJECT TOTAL | 55 | 33 | - | 55 | - | | - | - | 839 | - | - | - | - | - | - | - | - | - | 110 | 33 | 839 | 982 |
| 30 | ANDERSON RD CULVERT REPLACEMENT, 271 | | | | | | | | | | | | | | | | | | | | | | |
| | Road | 70 | | | 100 | 45 | - | 80 | - | - | - | - | 1,500 | - | - | | - | - | | 250 | 45 | 1,500 | 1,795 |
| | PROJECT TOTAL | 70 | - | - | 100 | 45 | - | 80 | - | - | - | - | 1,500 | - | - | - | - | - | - | 250 | 45 | 1,500 | 1,795 |
| 31 | HUMPHREY ROAD CULVERT REPLACEMENT, 281 | | | | | | | | | | | | | | | | | | | | | | |
| | Road | 55 | - | | 100 | 44 | - | 109 | 44 | - | - | - | 225 | | | | | | - | 264 | 87 | 225 | 576 |
| | Disc. | - | - | | - | - | - | - | - | - | - | - | 1,275 | - | - | | - | - | | - | - | 1,275 | 1,275 |
| | PROJECT TOTAL | 55 | - | | 100 | 44 | - | 109 | 44 | - | - | - | 1,500 | - | - | - | - | - | - | 264 | 87 | 1,500 | 1,851 |
| 32 | WOODLAND BEACH RD DRAINAGE REPAIR (JL#00016-1901) | | | | | | | | | | | | | | | | | | | All Funding for this Project is Secured | | | |
| | Road | 100 | | | 140 | - | | 10 | | 1,140 | | | - | | | - | | | - | 250 | - | 1,140 | 1,390 |
| | PROJECT TOTAL | 100 | - | - | 140 | - | - | 10 | - | 1,140 | - | - | - | - | - | - | - | - | - | 250 | - | 1,140 | 1,390 |
| 33 | KOONTZ ROAD CULVERT REPLACEMENT (NORTH WHIDBEY ISLAND) | | | | | | | | | | | | | | | | | | | | | | |
| | Road | 30 | | | 20 | | 450 | | | | | | | | | | | | | 50 | - | 450 | 500 |
| | Grant | | | | | | | | | | | | | | | | | | | - | - | - | - |
| | Disc. | | | | | | | | | | | | | | | | | | | - | - | - | - |
| | PROJECT TOTAL | 30 | - | - | 20 | - | 450 | - | - | - | - | - | - | - | - | - | - | - | - | 50 | - | 450 | 500 |
| 34 | HUMPHREY ROAD CULVERT REPLACEMENT (CLINTON) | | | | | | | | | | | | | | | | | | | | | | |
| | Road | | | | 30 | | | 100 | | | 50 | 10 | | 40 | 30 | | 10 | | 1,730 | 230 | 40 | 1,730 | 2,000 |
| | Grant | | | | | | | | | | | | | | | | | | | - | - | - | - |
| | Disc. | | | | | | | | | | | | | | | | | | | - | - | - | - |
| | PROJECT TOTAL | - | - | - | 30 | - | - | 100 | - | - | 50 | 10 | - | 40 | 30 | - | 10 | - | 1,730 | 230 | 40 | 1,730 | 2,000 |
| 35 | ROBINSON ROAD OUTFALL: Reduce localized flooding with drainage improvements | | | | | | | | | | | | | | | | | | | | | | |
| | Road | 500 | 40 | | 500 | 20 | | 50 | 20 | | | | 5,000 | | | | | | | 1,050 | 80 | 5,000 | 6,130 |
| | CWU | | | | | | | | | | | | | | | | | | | - | - | - | - |
| | PROJECT TOTAL | 500 | 40 | - | 500 | 20 | - | 50 | 20 | - | - | - | 5,000 | - | - | - | - | - | - | 1,050 | 80 | 5,000 | 6,130 |

Island County 2024-2029 Six Year Transportation Improvement Plan (Amendment) - DRAFT

Key: (PE) = Preliminary Engineering, (RW) = Right of Way, (CN) = Construction. Dollars in \$1,000

Resolution:

| # | Project Name / | 2024 | | | 2025 | | | 2026 | | | 2027 | | | 2028 | | | 2029 | | | PHASE TOTAL | | | 6 YEAR |
|-------|--|--------|-----|--------|-------|-----|-------|--------|-----|--------|--------|-----|--------|--------|-----|-------|--------|-----|-------|---|-------|--------|--------|
| | Fund Description | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | PE | RW | CN | TOTALS |
| 36 | MISC. TRAILS PROJECTS: Small trail projects to improve or expand the trail system used for transportation | | | | | | | | | | | | | | | | | | | All Funding for this Project is Secured | | | |
| | Road | 10 | 10 | 30 | 10 | 10 | 30 | 10 | 10 | 30 | 10 | 10 | 30 | 10 | 10 | 30 | 10 | 10 | 30 | 60 | 60 | 180 | 300 |
| | PROJECT TOTAL | 10 | 10 | 30 | 10 | 10 | 30 | 10 | 10 | 30 | 10 | 10 | 30 | 10 | 10 | 30 | 10 | 10 | 30 | 60 | 60 | 180 | 300 |
| 37 | KETTLES - FORT EBEE TRAIL CONNECTOR: Improvements to an existing trail connecting the paved portion of the Kettles Trail to Fort Ebey State Park | | | | | | | | | | | | | | | | | | | | | | |
| | Roads | 40 | | | | | | | | | | | | | | | | | | 40 | | | 40 |
| | TA | | - | - | - | - | 93 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 93 | 93 |
| | PROJECT TOTAL | 40 | - | - | - | - | 93 | - | - | - | - | - | - | - | - | - | - | - | - | 40 | - | 93 | 133 |
| 38 | CLINTON TO KEN'S CORNER TRAIL: New multi-use trail along SR 525 connecting Clinton to Langley Road | | | | | | | | | | | | | | | | | | | | | | |
| | Road | 10 | | | | | | - | - | - | - | - | - | - | - | - | - | - | - | 10 | - | - | 10 |
| | WA-Misc | 212 | 20 | | | | | - | - | 1,760 | - | - | 1,760 | - | - | - | - | - | - | 212 | 20 | 3,520 | 3,752 |
| | Other | | | | | | | | | 4,240 | | | 4,240 | | | | | | | - | - | 8,480 | 8,480 |
| | PROJECT TOTAL | 222 | 20 | - | - | - | - | - | - | 6,000 | - | - | 6,000 | - | - | - | - | - | - | 222 | 20 | 12,000 | 12,242 |
| 39 | RHODODENDRON PARK ROAD TO PATMORE ROAD TRAIL | | | | | | | | | | | | | | | | | | | | | | |
| | Road | | | | 200 | 25 | | 200 | 25 | | | | - | - | - | - | - | - | - | 400 | 50 | - | 450 |
| | Disc. | | | | 25 | | | 25 | | | | | | | | | | | | 50 | - | - | 50 |
| | STBG | | | | - | - | | - | | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | PROJECT TOTAL | - | - | - | 225 | 25 | - | 225 | 25 | - | - | - | - | - | - | - | - | - | - | 450 | 50 | - | 500 |
| 40 | BARNUM ROAD SHOULDER STABILIZATION: Repair failing shoulder on Barnum Rd. | | | | | | | | | | | | | | | | | | | All Funding for this Project is Secured | | | |
| | Road | 15 | - | 450 | 5 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 20 | - | 450 | 470 |
| | PROJECT TOTAL | 15 | - | 450 | 5 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 20 | - | 450 | 470 |
| Total | TIP TOTALS | 3,533 | 407 | 10,629 | 2,888 | 739 | 5,095 | 1,804 | 669 | 16,218 | 935 | 455 | 18,555 | 425 | 215 | 9,905 | 175 | 125 | 9,775 | 9,760 | 2,610 | 70,177 | 82,547 |
| | | 14,569 | | | 8,722 | | | 18,691 | | | 19,945 | | | 10,545 | | | 10,075 | | | | | | |
| | | 13,758 | | | | | | | | | | | | | | | | | | | | | |

Non-compliant Regulatory & Warning Sign Replacement— County-wide



Location: County-wide

Project Status:

Preliminary Engineering to begin 2024

Project Description

This project will provide an update to approximately 1400 regulatory and warning signs, posts, and post retro reflectivity that no longer maintain retroreflectivity as outlined in the 2009 Manual on Uniform Traffic Control Devices (MUTCD).

This project is Highway Safety Improvement Program grant funded

Project Benefits

Traffic safety
Sign visibility
MUTCD updates



Estimated Cost: \$529,000

Non-standard Guardrail Replacement - Camano Island



Location: Camano Island — North Camano Drive & Utsalady Drive

Project Status:

Preliminary Engineering to begin 2024

Project Description

This project proposes to replace guardrail at two (2) locations where the existing guardrail has been evaluated and determined to not meet current standard as outlined in the WSDOT Design Manual for guardrail installation.

This project is Highway Safety Improvement Program grant funded

Project Benefits

- Traffic safety
- Reduces collision severity
- Reduces runoff the road collisions



Estimated Cost: \$1,305,000